SUBJECT: APPROVE CONTRACT

PETITIONER: M. J. MAYNARD CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
APPROVE CONTRACT NO. 20-023B, RTC COMMUNITY MOBILITY PROJECT – JOB ACCESS
REVERSE COMMUTE, WITH CAPABILITY HEALTH AND HUMAN SERVICES FOR THE
PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, IN THE NOT-TO-EXCEED AMOUNT
OF $38,629.00, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF
SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $38,629.00 are budgeted and available in the Transit Fund for Fiscal Year 2021.

BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) issued Request for Applications
No. 20-023 on March 4, 2020 for qualified non-profits to provide paratransit transportation to clients who
are senior, disabled, and low-income residents. Eligible rides are limited to non-emergency, essential, and
otherwise unobtainable transportation services. The evaluation committee has completed its technical
review of the applications submitted and determined that Capability Health and Human Services provides
the services needed to transport these clients.

Staff has negotiated an acceptable contract with Capability Health and Human Services in the not-to-
exceed amount of $38,629.00 for the period from July 1, 2020 through June 30, 2021.

Staff recommends approval.

Respectfully submitted,

M. J. MAYNARD
Chief Executive Officer

RTC Item #24
June 11, 2020
Consent
CONTRACT NO. 20-023B

Between

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

and

CAPABILITY HEALTH AND HUMAN SERVICES

for

JOB ACCESS REVERSE COMMUTE PROGRAM
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CONTRACT FOR
RTC COMMUNITY MOBILITY PROJECT

This Contract (CONTRACT) is made and entered into this 11th day of June, 2020, by and between the Regional Transportation Commission of Southern Nevada (RTC), whose primary address is 600 South Grand Central Parkway, Las Vegas, Nevada 89106, and Capability Health and Human Services (SERVICE PROVIDER), whose primary address is 4336 Losee Road Building B- Suite 3, North Las Vegas, NV 89030.

ARTICLE 1—DEFINITIONS AND INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Contract:

1) **Adequate, Appropriate, Proper, Sufficient.** The terms “Adequate, Appropriate, Proper, Sufficient”, or variations thereof as used throughout this Contract, mean performing work or duties under the Contract in accordance with the standards and requirements of the Contract Documents and in accordance with the standards and requirements generally accepted as standards in the transit industry.

2) **Americans with Disabilities Act of 1990 (ADA).** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336.

3) **ADA Paratransit Services.** The term “ADA Paratransit Services” means transit services that are available to persons certified for American Disabilities Act (ADA) Paratransit Services for a published fare and that operate on a demand basis.

4) **Addendum.** The term “Addendum” means a written revision to the Request for Applications document, issued to all Prospective Proponents.

5) **Commencement Date.** The term “Commencement Date” means the date identified in the Notice to Proceed on which the Service Provider assumes responsibility for Revenue Service under this Contract.

6) **Company.** The term “Company” means an individual, partnership or corporation that is responsible for the performance of services under the contract awarded by the Commission or its authorized representative.

7) **Contract.** The term “Contract” means the terms and conditions that substantially conform to the RFP’s Sample Contract that will be finalized through negotiation and executed by the Company and the RTC.
8) **Contract Documents.** The term “Contract Documents” means this Contract and the Attachments and Forms attached hereto which collectively constitute the obligations of the Service Provider, set forth hereafter in their order of precedence.

9) **Service Provider.** The term “Service Provider” means, the entity entering into this Contract with the RTC to provide the services described in the Contract Documents.

10) **Days.** The term “Days” means regular business days of the RTC (Monday-Thursday), unless otherwise specifically indicated.

11) **Deliverable.** The term “Deliverable” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide the RTC under the terms of the Contract.

12) **Facilities.** The term “Facilities” means structures and grounds to be used by the Company in providing services under the Contract.

13) **Governing Body of the Regional Transportation Commission of Southern Nevada.** The term “Governing Body of the Regional Transportation Commission of Southern Nevada” or “RTC Governing Body” refers to the elected representatives of the entities of Clark County, Nevada, including the County of Clark and the cities of Las Vegas, North Las Vegas, Henderson, Boulder City, and Mesquite, who make up the voting membership of the Regional Transportation Commission of Southern Nevada, and the Director of the Nevada Department of Transportation, who serves as an ex officio member.

14) **Key Personnel.** The term “Key Personnel” means the following Service Provider personnel: the Project Manager, Operations Manager, Fleet Manager, and Safety and Security Manager.

15) **Notice to Proceed.** The term “Notice to Proceed” means the document issued by the RTC that (i) establishes the date the Provider is allowed to begin providing services e, and (ii) commences the running of the Contract Time.

16) **Regional Transportation Commission.** The terms “Regional Transportation Commission”, “RTC”, and “Commission” mean the Regional Transportation Commission of Southern Nevada, the designated Metropolitan Planning Organization for Clark County, Nevada or its authorized representative.

17) **RTC General Manager.** The term “RTC General Manager” means the General Manager of the RTC or the person designated in writing by the RTC General Manager to carry out his or her duties under this Contract.

18) **RTC Project Manager.** The term “RTC Project Manager” means the individual designated by the RTC General Manager to administer the RTC’s responsibilities
under this Contract or the person designated by the RTC Project Manager to carry out his or her responsibilities under the Contract.

19) **Trip.** The term “Trip” means the one-way movement of one client, on a vehicle from that client’s pickup location to his or her drop-off location as designated on the vehicle operator’s Manifest.

**SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES**

**A. In General.** The Service Provider shall manage and operate, provide, and maintain all vehicles necessary to accomplish its obligations under this Contract. The Service Provider shall also provide an appropriately trained workforce, and provide equipment and materials needed to operate the program.

**B. Service Provider’s Responsibilities.** The Service Provider’s performance shall be in accordance with the obligations of this Contract and the Attachments and Forms attached hereto. The Service Provider’s responsibilities shall include the following:

1. Administrative and Operations Responsibilities
   
   (a) Meet all operations, equipment, and maintenance requirements established by this Contract.
   
   (b) Provide transit service in accordance with the Contract.
   
   (c) Meet performance and safety standards, as set forth in this Contract.
   
   (d) Maintain written and verbal communications with the RTC to the satisfaction of the RTC Project Manager or his/her designee.
   
   (e) Comply with and/or assist with the RTC’s monitoring and auditing programs, including Title VI submittals.
   
   (f) Respond promptly and precisely to the RTC’s requests for information according to the schedule set by the RTC.
   
   (g) File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow the RTC to review their content in a timely manner.
   
   (h) Provide appropriately trained and qualified Safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the RTC in accordance with this Contract.
(i) Provide insurance coverage and indemnification as required in this Contract.

(j) Immediately report to the RTC any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.

(k) Provide appropriate security measures in compliance with Federal and State laws and regulations and cooperate with law enforcement agencies regarding security activities on board vehicles and elsewhere.

(l) Refer all RTC-related media inquiries to the designated RTC representative, and cooperate in providing public information through the RTC.

(m) Provide appropriate access, control, and security for all of the RTC property under the Service Provider’s control under this Contract.

(n) Comply with all FTA drug and alcohol testing requirements and assist the RTC in auditing and monitoring compliance with those requirements.

(o) Comply with the Equal Employment Opportunity (EEO) Program and with FTA’s EEO Program Guidelines.

(p) Comply with all applicable Federal, State, and local laws and regulations.

(q) Develop a fire and emergency evacuation plan in accordance with local ordinances of the applicable jurisdictions in which the Facilities are located.

C. **RTC’s Responsibilities**

The RTC’s responsibilities include the following:

(1) Establish and periodically evaluate all policies regarding the operation and performance of the RTC Community Mobility Project.

(2) Communicate with the Service Provider, the media, and the public.

(3) Administer and monitor this Contract, audit the Service Provider’s books, records, and accounts, and evaluate and inspect the Service Provider’s work for contract compliance.
(4) Determine compliance with Contract requirements.

(5) Investigate unsafe practices as the RTC deems appropriate.

(6) Comply with all Federal, State, and local laws and regulations.

(7) Prepare for and provide official notice of all meetings, including those for which the Service Provider is responsible for the presentation of informational items.

(8) Report to the RTC Governing Body on the Service Provider’s performance with regard to system performance, maintenance, and safety.

(9) Communicate information concerning deficiencies in service to the Service Provider in a timely manner.

SEC. 103 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE

A. Service Provider Representations and Warranties. The Service Provider represents, warrants, and covenants as follows:

(1) Maintenance of Licenses and Permits. The Service Provider and its subcontractor have, and through the Contract Term shall maintain, all required licenses, permits, status, professional ability, skills and capacity to perform the Work in accordance with the requirements of the Contract Documents.

(2) Laws, Regulations, and Governmental Approvals. The Service Provider has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. The Service Provider acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(3) Legal Proceedings. The Service Provider warrants that, as of the date the Service Provider executed this Contract, there were no existing or threatened legal proceedings against the Service Provider that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition,
or its operations. In the event that an action is initiated or threatened by or against the Service Provider that is likely to have an adverse effect on the Service Provider’s ability to perform its obligations under this Contract, the Service Provider shall notify the RTC within fourteen (14) calendar days of the initiation or threat of such action.

(4) **Status and Authority.** The Service Provider is an entity duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted.

B. **Standard of Performance.** The Service Provider shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Contract. The Service Provider shall perform all Work in its own name and as an independent Service Provider and not in the name of, or as an agent for, the RTC.

**SEC. 104 NOTICES AND TERM OF CONTRACT**

A. **Contract Term.** The performance period will be from July 1, 2020 to June 30, 2021.

B. **Submissions.** Within ten (10) calendar days after receipt of the NTP, the Service Provider shall submit to the RTC for its review and approval the following plans and programs specific to the RTC account: (1) the Drug and Alcohol Policy Program; (2) the EEO Program/Affirmative Plan; and (3) Title VI Program.

C. **Contract Type.** The Contract type is not-to-exceed. This is a Non-exclusive Contract.

**ARTICLE 2—COMPENSATION**

**SEC. 201 COMPENSATION TO SERVICE PROVIDER**

A. **General Rule.** All compensation to the Service Provider for services under this Contract shall be in accordance with the Scope of Services in **Attachment A**. The RTC’s obligation to pay Service Provider cannot exceed the specified amount(s).

B. **Not-to-Exceed Amount.** For Services rendered under this Contract from July 1, 2020 to June 30, 2021, the RTC shall pay the Service Provider an amount not to exceed **$38,629.00**
(Thirty-eight thousand six hundred twenty-nine dollars and zero cents).

C. **Scope of Compensation.**

The compensation provided to the Service Provider as identified in Section VI Reimbursement and Reporting in the Scope of Services.

**SEC. 202 INVOICES AND PAYMENT**

A. **INVOICES AND PAYMENT:**

The Service Provider shall submit monthly invoices as described in Section VI Reimbursement and Reporting in the Scope of Services.

B. **RTC Review.** If the RTC determines, based on its review of an invoice, that payment has been requested for service that was not provided in accordance with this Contract or that failed to meet eligibility requirements, or if the RTC otherwise questions or objects to the contents of an invoice, RTC shall so notify the Service Provider and give the Service Provider the opportunity to correct the invoice or provide further necessary documentation within ten (10) calendar days. If such correction or documentation is not provided to the satisfaction of the RTC within the identified time, the RTC will deny payment for the amounts of the ineligible service and make payment for the eligible service.

C. **Audits.**

(1) **Annual Statement.** The Service Provider shall have prepared, at its own cost, within ninety (90) calendar days after each anniversary date of this Contract, an audited annual financial statement of its revenues and expenses for services provided under this Contract.

(2) **Discretionary Audits.** In addition to the annual audits performed under paragraph (1), the RTC reserves the right to conduct, at any time, an audit of any records of the Service Provider that are related directly or indirectly to the services provided under this Contract.

(3) **Adjustments.** Any overpayment or underpayment uncovered in any audit under paragraph (1) or (2) may be charged or credited (as the case may be) against future amounts otherwise due to the Service Provider. Appropriate financial adjustments to future payments shall be made by the RTC based upon any inconsistency, irregularity, discrepancy, under billing, or unsubstantiated billing revealed as a result of any audit.

(4) **Notice to Service Providers.** Prior to denying payment or deducting amounts from future invoices, the RTC will give notice to the Service Provider and provide the Service Provider with an opportunity to state its position on the issue presented. See Section 304 Disputes.
(5) **Final Audit.** The RTC will conduct a final audit of the Service Provider's records directly or indirectly related to the services provided under this Contract three (3) months prior to the conclusion of the term of this Contract. Such final audit shall be conducted consistent with the process specified in paragraph (2).

(6) **Address for Invoices.** Invoices for payment shall be so marked, include a reference to this Contract number and the purchase order number assigned to this Contract, and shall be consecutively numbered and forwarded to:

Specialized Services Contract Supervisor  
Regional Transportation Commission of Southern Nevada  
600 S. Grand Central Parkway  
Las Vegas, Nevada 89106

Invoices shall be accompanied by any reports required of this Contract.

(7) **Final Month Invoice.** The RTC may, at its discretion, withhold all or any portion of the amounts due for the final month of service by the Service Provider, pending the resolution of any disputes, the successful completion of all transition requirements, and the completion of the turnover audit process (including the performance of any necessary maintenance and repairs).

**SEC. 203 INSURANCE**

A. **Format/Time:** The Company shall provide RTC with Certificates of Insurance, in strict accordance with the “SAMPLE Goods & Services Insurance Certificate” found on the RTC Purchasing & Contracts webpage at [http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/](http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/) for coverages as listed below, and attach separate endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. The insurer must be licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

B. **Best Key Rating:** The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher.

C. **RTC Coverage:** The RTC, its officers and employees must be expressly covered as additional insureds except on auto liability, workers’ compensation and professional liability insurance coverages. The Company’s’ insurance shall be primary as respects the RTC, its officers and employees.
D. **Endorsement/Cancellation:** The Company’s general liability insurance policy (ies) shall be endorsed to recognize specifically the Company’s contractual obligation of additional insured to RTC.

E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000, unless listed as an exception with the bid or proposal and approved in writing by the RTC.

F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability:** Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

H. **Automobile Liability:** Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used for the performance of services under this Contract. As an alternative to the specified auto coverage, the RTC will accept all owned, hired and non-owned vehicles or symbols 2, 8 and 9.

I. **Workers' Compensation and Employers' Liability:** The Company shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample on the RTC Purchasing & Contracts website at [http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/] indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
J. The Supplier shall provide Employers’ Liability covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The coverages required are as follows: Non-Project specific, occurrence basis, $1,000,000 bodily injury by accident, $1,000,000 bodily injury by disease, and $1,000,000 policy limited.

K. Failure To Maintain Coverage: If the Company fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Company to stop the work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under this Contract.

L. Additional Insurance: The Company is encouraged to purchase any such additional insurance as it deems necessary.

M. Damages: The Company is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Company its sub-company(ies) or anyone employed, directed or supervised by Company.

N. Cost: The Company shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. Insurance Submittal Address: All Insurance Certificates requested shall be emailed to certcontrol@instracking.com cc: Tonita Brown, brownt@rtcsnv.com.

P. Insurance Form Instructions: The following information must be filled in by the Company’s Insurance Company representative:

   Insurance Broker’s name, complete address, telephone and fax numbers

   Company’s name, complete address, telephone and fax numbers

   Commercial General Liability (per occurrence)
      Deductible
      Policy Number
      Policy Effective Date
      Policy Expiration Date
      General Aggregate ($2,000,000)
      Products-Completed Operations Aggregate ($2,000,000)
      Personal & Advertising Injury ($1,000,000)
      Each Occurrence ($1,000,000)
Fire Damage ($50,000)
Medical Expenses ($5,000)

Automobile Liability (per occurrence and any Auto or All Owned, Non-Owned and Hired or symbols 2, 8 and 9)
Deductible
Policy Number
Policy Effective Date
Policy Expiration Date
Combined Single Limit ($1,000,000)

Worker’s Compensation and Employer’s Liability
Deductible
Policy Number
Policy Effective Date
Policy Expiration Date
WC Statutory Limits
Employer’s Liability Each Accident ($1,000,000)
Employer’s Liability Disease – Each Employee ($1,000,000)
Employer’s Liability Disease – Policy Limit ($1,000,000)

Description: Contract No. 20-023B; Project Title: RTC Community Mobility Project – Job Access Reverse Commute (must be identified on the initial insurance form and each renewal form)

Certificate Holder:

Regional Transportation Commission of Southern Nevada, its officers, employees and agents
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, its officers, employees and agents must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed.
SEC. 204 INDEMNIFICATION

A. GENERAL REQUIREMENT. The Company agrees to protect, defend, indemnify and hold the RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Company or any subcontractor Provider. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Company further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Company was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

B. PATENT INDEMNITY. The Company shall advise the RTC of any impending patent suit and provide all information available. The Company shall defend any suit or proceeding brought against the RTC based on a claim that any product, or any part thereof, furnished under this Contract, constitutes an infringement of any patent; and, the Company shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said product, or any part thereof, is in such suit held to constitute infringement and use of said product or parts is enjoined, the Company shall, at its own expense and at its option, either procure for the RTC the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing.

SEC. 205 DISCLAIMER OF LIABILITY

The RTC will not hold harmless or indemnify the Service Provider for any liability whatsoever.

SEC. 206 TERMINATION FOR CONVENIENCE

A. In General. The performance of work under this Contract may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Service Provider of thirty (30)-calendar days advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
B. **Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Service Provider shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials or services except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title and interest of the Service Provider under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Service Provider and in which the RTC has or may acquire an interest. Payments by the RTC to the Service Provider shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Service Provider under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

**SEC. 207 TERMINATION BY MUTUAL AGREEMENT**

This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 206 and Section 208, respectively.

**SEC. 208 TERMINATION FOR DEFAULT**

A. **In General.** The RTC may, subject to the provisions of subsection B of this Section, by thirty (30) calendar days advance written notice of default to the Service Provider, terminate the whole or any part of this Contract in any one of the following circumstances:

(1) If the Service Provider fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;

(2) If the Service Provider fails to perform any of the provisions of this
Contract in accordance with its terms; or

(3) If the Service Provider fails to make progress in the prosecution of the work under the Contract as to endanger such performance.

B. Opportunity to Cure. The Service Provider will be given the opportunity to cure any default within thirty (30) calendar days after receipt of the default notice under subsection A; provided that the RTC may provide an additional period for cure if the Service Provider demonstrates to the satisfaction of the RTC that there is a reasonable likelihood it will be able to effectuate a cure if granted such additional time.

C. Procurement by RTC. In the event that the RTC terminates this Contract in whole or in part as provided in subsection A of this Section, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, services similar to those so terminated. The Service Provider shall be liable to the RTC for costs associated with the termination of this Contract and the procurement of replacement services by the RTC, and also for any costs of the replacement supplies or services that are in excess of what the RTC would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. The Service Provider shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Service Provider and the RTC are subject to resolution pursuant to Section 304 of this Contract.

D. Force Majeure. The Service Provider shall not be liable for any failure to perform if the Service Provider demonstrates to the satisfaction of the RTC that the failure to perform the Contract was due to events which were beyond the control and without the fault or negligence of the Service Provider and which could not have been avoided or prevented by due diligence and reasonable efforts of the Service Provider. Examples of such Force Majeure events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages.

E. Claims. Except as otherwise provided, settlement of claims by the Service Provider under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

SEC. 209 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC: (1) the Service Provider is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This section shall not be construed to limit the RTC’s right to terminate this Contract for convenience or default, as provided in Sections 206 and 207.
SEC. 210  SECTION 13(c) OBLIGATIONS

A. **In General.** Except as provided in subsection B of this Section, the RTC shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 USC. §5333(b)) and the RTC’s September 1994 13(c) Arrangement.

B. **Service Provider Obligations.**

1. **Financial Liability.** The Service Provider shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of the Service Provider that are not directed by the RTC. The Service Provider agrees that it is bound to the terms of the September 1994 13(c) Arrangement. In addition, the Service Provider shall cooperate with the RTC (including the provision of payroll records and other information in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.

2. **Restrictions on Activities.** The Service Provider shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the RTC, or take any action which is contrary to the interests of the RTC under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from the Service Provider to another service provider, or any other action or event relating to this Contract. If the Service Provider fails to comply with this obligation, the Service Provider shall be financially liable for all costs incurred by the RTC (including attorneys’ fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

ARTICLE 3—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 301  COMPLAINT RESOLUTION

A. **Customer Complaints.**

1. **Required Service Provider Process.** The Service Provider shall establish a process for the thorough and prompt resolution of all customer complaints, in accordance with this Section. The process shall be completed and a report submitted to the RTC within ten (10) Days from the date of receipt of the complaint, and shall include, at a minimum, the following:

   a. contemporaneous documentation of the nature of the complaint;

   b. passenger contact information;

   c. investigation, follow-up, and investigative reports (including
the information described below in the description of report evaluation criteria); and

(d) complaint resolution, including any remedial action taken.

B. **ADA and Title VI Complaints**

(1) **Required Service Provider Process.** The Service Provider shall establish a process for the thorough and prompt consideration of all ADA and Title VI complaints. The RTC shall be immediately notified of all such complaints in writing. In addition, at a minimum, the process shall include the following:

(a) Intake procedures and complaint evaluation;

(b) passenger contact information;

(c) investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria); and

(d) proposed complaint resolution.

(2) **Complaint Investigation.** All ADA and Title VI passenger complaint investigative reports will be evaluated by the RTC for compliance with Federal requirements. The Service Provider is responsible for assuring that each completed investigative report provides full and complete documentation for each of the following requirements;

(a) Statement of issues;

(b) Respondent’s reply to each issue; and

(c) Findings of fact.

(3) **Complaint and Resolution Training.** In addition to the foregoing, the Service Provider shall provide appropriate classroom and hands-on training to each individual involved in the ADA complaint resolution process. The RTC must approve all exceptions to the required minimum training standard in writing.

(4) **Complaint Resolution Plan.** Prior to implementation, the Service Provider shall submit its ADA and Title VI Complaint Resolution Plan to the RTC for evaluation and approval. If a complaint is considered ADA in nature as defined by 49 CFR, Part 27, the Service Provider shall follow the procedure established by RTC in documenting, investigating and responding to this type of complaint.
SEC. 302   AUDIT AND INSPECTION OF RECORDS

The Service Provider agrees that the RTC, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract. Further, the Service Provider agrees to maintain all required records for at least three (3) years after the RTC has made final payment and all other pending matters are closed. In addition, the Service Provider shall assist and cooperate with the RTC in the audit and monitoring of all program requirements, such as EEO compliance, and shall permit the RTC to perform on-site inspections of the Service Provider’s procedures and programs.

SEC. 303   OWNERSHIP OF DOCUMENTS

The Service Provider agrees that any and all information, in oral or written form, whether obtained from the RTC, its agents or assigns, or other sources, or generated by the Service Provider pursuant to the Contract, shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by the Service Provider (other than the Service Provider’s internal documents) in connection with the performance of the Contract shall become the sole property of the RTC, subject to any rights asserted by the FTA. The Service Provider may retain copies of such items for its files. The Service Provider shall not release any documents, reports, or data from this project without prior written consent of the RTC.

SEC. 304   DISPUTES

A.  **Applicability.** Any dispute between the Service Provider and the RTC relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.

B.  **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or Communications between the Service Provider and the RTC Project Manager. If the dispute remains unresolved fifteen (15) Days after it first arises, the Service Provider may request the RTC Assistant General Manager to issue a recommended decision on the matter in dispute. The RTC Assistant General Manager shall issue the recommended decision in writing within thirty (30) Days and provide a copy to the Service Provider.

C.  **Review by RTC General Manager.** If the Service Provider contests the recommended decision of the RTC Assistant General Manager, the Service Provider shall provide its reasons for contesting the decision and the decision shall be reviewed by the RTC General Manager, who may modify or confirm the decision.

D.  **Service Provider Responsibility.** Pending final resolution of a dispute under this Section, the Service Provider shall proceed diligently with performance in accordance
with this Contract and the RTC’s recommended decision.

SEC. 305 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS

A. **Requirement for RTC Approval.** The Service Provider may not enter into any subcontract without the prior written approval of the RTC, which will not be unreasonably withheld. In any case in which the Service Provider desires to subcontract, it shall provide the RTC with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, the Service Provider shall be fully responsible for all work performed by the subcontractors. Any approval of a subcontract shall not be construed as making the RTC a party to such subcontract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to the liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve the Service Provider of its liability and obligations under this Contract and all transactions with the RTC must be through the Service Provider.

B. **Effect of Subcontracting.** The Service Provider may not modify its obligation to perform in full accordance with the terms and conditions of the Contract. Any action of the Service Provider in violation of the preceding sentence shall constitute a breach of the Contract and an act of default.

C. **Required Subcontract Terms.** The Service Provider shall include in each subcontract (at all tiers) appropriate terms and conditions to assure that the subcontractor shall have the same duties and obligations to the Service Provider for its work that the Service Provider has to the RTC for such work under this Contract, and that the subcontractor shall comply with the other applicable provisions of this Contract, including all Federal laws and regulations.

D. **Assignment.** There shall be no assignment/transfer of interests or delegation of the Service Provider’s rights, duties, or responsibilities under this Contract, except at the direction or with the prior written approval of the RTC.

SEC. 306 INDEPENDENT SERVICE PROVIDER

Under the terms of the Contract, the Service Provider is an independent Service Provider and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than RTC employees, assisting in the performance of its services. The Service Provider agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers’ compensation, and all other requirements relating to such matters. The Service Provider agrees to be responsible for its own acts and those of its
subordinates, employees, and any and all subcontractor during the term of the Contract.

SEC. 307 LICENSING, PERMITS, AND TAXES

The Service Provider shall be appropriately licensed for the work required pursuant to this Contract. The cost for any required licenses or permits shall be the responsibility of the Service Provider. The Service Provider shall be liable for any and all taxes due as a result of the Contract, except it is acknowledged that the Service Provider, as manager of the RTC’s public transit system, has no ownership interest in the Facilities owned by the RTC and has no liability for real property taxes related to such Facilities.

SEC. 308 LACK OF FUNDS

A. Funding Requirement. Entering into the Contract is subject to receipt by the RTC of local funds adequate to carry out the provisions in full.

B. Cancellation or Reductions. The RTC may cancel or reduce the amount of service to be rendered if the RTC determines that such action is in the RTC’s best interests, or there will be a lack of funding available for the service. In such event, the RTC will notify the Service Provider in writing thirty (30) calendar days in advance of the date such cancellation or reduction is to be effective.

SEC. 309 CONFLICT OF INTEREST

A. General Rule. No employee, officer or agent of the RTC shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

(1) The employee, or an officer or agent of the employee;
(2) Any member of the employee’s immediate family;
(3) The employee’s business partner; or
(4) An organization which employs, or is about to employ, any of the above.

B. Gratuities. The RTC’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Service Providers, potential Service Providers, subcontractor, or other parties to sub-agreements.

SEC. 310 ANTIDISCRIMINATION AND EEO REQUIREMENTS

A. General Requirements. The Service Provider shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.
B. **Compliance with EEO Requirements.**

(1) The Service Provider shall comply with all EEO Program requirements in FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof.

(2) The Service Provider shall cooperate in any audits performed by FTA and shall cooperate with and assist the RTC in the monitoring and auditing program requirements including, but not limited to, permitting the RTC to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing the RTC with copies of records related to the Service Provider’s EEO efforts prior to each site visit.

(3) The Service Provider shall, no later than thirty (30) calendar days after the end of each calendar year, prepare and submit to the RTC, an EEO Plan (if applicable) or confirm in writing that the copy on file with the RTC is the most active plan. The plan shall be consistent with established Federal guidelines. In the event that the number of Service Provider employees increases during the course of a calendar year sufficiently to require the submission of an EEO Plan, the RTC requires that the Service Provider submit such a plan within ninety (90) calendar days of reaching the applicable threshold.

(4) **Equal Employment Opportunity (EEO) Affirmative Action Report.** The Service Provider shall, not later than thirty (30) calendar days after the end of each calendar year, prepare and submit to the RTC an EEO Report that meets all the requirements of FTA’s Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof. The report shall include all the information listed below and any other information required by the applicable FTA circular which includes the following:

   (a) Workforce Analysis for each job category;
   (b) Job Group Analysis for each job category;
   (c) Hiring Analysis for each job category;
   (d) Promotional Analysis for each job category;
   (e) Termination Analysis for each job category;
   (f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short-term and long-term goals for achieving underutilized minority groups; and
   (g) Availability Analysis that compares the current workforce against the available workforce.

(5) The Service Provider shall comply with all program amendments as required by the FTA and/or the RTC and all applicable Federal and State mandates.

**SEC. 311 PATENT RIGHTS**

If any invention, improvement, or discovery of the Service Provider is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or
discovery may be patentable under the patent laws of the United States of America or any foreign country, the Service Provider shall immediately notify the RTC General Manager and provide a detailed report. The rights and responsibilities of the RTC, the Service Provider and the Federal Government with respect to each such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

SEC. 312 COMPLIANCE WITH LAWS AND REGULATIONS

The Service Provider shall give all notices and comply with all Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of this Contract and all Federal laws, regulations and requirements. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Service Provider shall furnish to the RTC General Manager certificates of compliance with all such laws, orders, and regulations.

SEC. 313 WAIVER OF TERMS OR CONDITIONS

The failure of the RTC or the Service Provider to enforce one or more of the terms or conditions of this Contract or to exercise any of its rights or privileges, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 314 INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The Service Provider hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

SEC. 315 CONSTRUCTION

For the purposes of this Contract the use of the words “include” or “including” followed by a list is not intended to indicate that the list is an all-inclusive list.
SEC. 316    OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or
designated agents. Communications to the RTC should be addressed to the RTC as follows:

Regional Transportation Commission of Southern Nevada
ATTN: Manager, Purchasing and Contracts
600 S. Grand Central Parkway, Suite 350
Las Vegas, Nevada 89106-4512

Communications to the Service Provider shall be addressed as follows:
Capability Health and Human Services
Attn: Amanda Shipp, Chief Operations Officer
4336 Losee Road Building B-Suite 3
North Las Vegas, Nevada 89030

SEC. 317    SUCCESSORS AND ASSIGNS

This Contract or any portion hereof shall not be assigned, nor shall the interests, rights, duties
or responsibilities of the Service Provider be transferred or delegated, unless the RTC in its sole
discretion grants prior written approval thereto. This provision extends to any purchase, merger,
or consolidation involving the Service Provider which would cause its responsibilities under this
Contract to be transferred to or assumed by a new, different, or restructured entity. This
provision is separate and apart from the provisions concerning subcontracting set forth in Section
511.

SEC. 318    SEVERABILITY

In the event any provision of this Contract is declared or determined to be unlawful, invalid, or
unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining
provisions of the Contract and each provision of the Contract will be and is deemed to
be separate and severable from each other provision.

SEC. 319    ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between the Service Provider and the RTC, and
supersedes all prior negotiations, agreements, and understandings with respect thereto. No
change, modification, or amendment to the obligations or responsibilities of the parties under the
terms of this Contract shall be effective unless it is made by written Amendment, considered
and approved by the RTC Governing Body or RTC General Manager as applicable and duly
executed by both parties.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

CAPABILITY HEALTH AND HUMAN SERVICES

By: AMANDA SHIPP
Chief Operations Officer

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

By: DAVID CLYDE
RTC LEGAL COUNSEL

ATTEST:

By: MARIN DUBOIS
Management Analyst
SCOPE OF SERVICES

Scope

In an effort to increase transportation and mobility options for eligible seniors, persons with disabilities, and low-income residents, the Regional Transportation Commission of Southern Nevada (RTC) developed the Community Mobility Project as a reimbursement program to match eligible transportation expense for non-profit 501 (c) (3) organizations that provide transportation services as part of the agencies program options to eligible residents.

Objective

The primary objective of this Project is to provide funding to eligible non-profit transportation programs that deliver non-emergency, essential, and otherwise unobtainable transportation services for senior, disabled, and/or low-income residents in a match role. By matching program funds the RTC hopes to encourage the continuity of currently available transportation options, generate new transportation options, bolster client self-sufficiencies within the community, and enhance resident quality of life.

Eligible rides will include transportation to and from healthcare, employment opportunities, nutrition programs, and other essential services.

Service Description

Service:

Eligible Service Provider (SP) programs will offer safe, efficient, flexible, affordable, and otherwise unobtainable transportation options for senior, disabled, and/or low-income residents.

Transportation service shall be offered to eligible clients who have been pre-screened by the SP to meet categorical program criteria as outlined in that organization’s application to the RTC.

Service Providers (SPs) will handle all business functions including client interaction and customer service, fleet maintenance, scheduling and the performance of transportation services, as well as the preparation and maintenance of financial and other record keeping and reporting duties and requirements. SPs will disclose the particulars of their transportation programs and budgeted expenses in an approved budget format submitted to the RTC during the application process.

SPs are required to keep the RTC apprised of all vehicle accidents, client injuries, legal issues, managerial staff changes, organizational changes, ADA or EEOC issues and complaints, and any other significant issues within a reasonable amount of time. Vehicle accidents and client
injuries will be reported immediately with a follow up in written form no later than 24 hours following each incident.

**Driver Requirements:**

Drivers must comply with all applicable local, state, and federal rules, regulations, and licensing laws.

**Vehicle Requirements:**

Vehicles must comply with all applicable local, state, and federal rules, regulations, and licensing laws.

Nevada vehicle registration must be current at all times, and documentation to support registration and licensing are to be present in the vehicle any time services are performed.

**Accidents/Incidents:**

Immediate notification shall occur from the SP by phone to the designated RTC Specialized Services staff, with a written report to follow no later than 24 hours after any vehicle accident or client incident which may have occurred during or as a result of services provided by the SP.

**Administrative Deliverables**

The RTC expects the SP to function as the primary point of contact for all clients seeking or receiving transportation service. The SP will be responsible for all transportation service provisions. The SP is responsible for satisfying subsequent reporting requirements to the RTC.

**SP Management and Operation**

**SP Shall:**

- Provide day-to-day management and operation of program services as submitted in the application process,
- Conduct background checks and document required licenses and insurances for drivers or other employees where applicable,
- Provide program outreach services and literature to the general public,
- Comply with all local, state, and federal mandates, rules, and regulations,
- Provide updated insurance coverage(s), business license(s), and other essential SP agency documentation to the RTC as renewed or acquired by SP agency,
- Document detailed client and trip information, maintenance records, and financial records during the contract period, with RTC access to the aforementioned documentation for 4 (four) years after the end of the program,
- Provide all requested program and vehicle maintenance documentation and property accesses as requested by the RTC for audit or contract review purposes.
SP will document and resolve all client inquiries and complaints. SP will report all closed and ongoing ADA and Title VI non-compliance complaints and resolutions to the RTC on a monthly basis with further explanation provided to the RTC upon demand.

RTC Oversight

RTC Shall:
- Provide the SP with a monthly and YTD ‘Request For Reimbursement’ (RFR) template and a ‘Monthly Client List and Trip Count’ template, both in Excel format. The ‘Quarterly Report’ worksheet, the ‘Payroll Summary’ worksheet, and the ‘Detailed Expenses’ worksheet will be included in the RFR template,
- Provide assistance upon request from the SP regarding all templates, RFR questions or processes, expense eligibility queries, and any required reporting requested by the RTC,
- Validate eligible monthly SP program expense submitted and work with the SP to reconcile any discrepancies identified,
- Process payments to the SP for eligible expenses,
- Verify monthly and quarterly SP reporting,
- Comply with the provisions set forth in OMB Circular A-133, Revised, “Audits of States, Local Governments, and Non-Profit Organizations,” the latest OMB A-133 Compliance Supplement for U.S.DOT, and any further revision or supplement when conducting financial and/or compliance audits.

The RTC will conduct no less than one contract review/audit per SP per year. The RTC will assess documentation needs and requirements, and will convey a request of required documentation to the SP. SP will make available the requested documentation within 15 (fifteen) business days following the request by the RTC. The RTC will arrange with the SP to carry out an annual (at minimum) on site visit to ensure contract compliance.

The RTC will administer CMP program eligibility and reimbursement utilizing guidance from Office of Management and Budget (OMB) Circulars, under the provisions of OMB Circular A-133, Revised, “Audits of States, Local Governments, and Non-Profit Organizations,” the latest OMB A-133 Compliance Supplement for U.S. DOT, and any further revision or supplement thereto.

The RTC reserves the right, with 15 (fifteen) days advance written notice to the SP, to terminate this Agreement and withhold all payments of funds in the event of any of the following circumstances:
- the SP has breached or failed to perform any term or condition of this Agreement;
- the SP has violated the terms of any Local, State, or Federal requirement;
- the SP fails to make progress in the performance of the program so as to endanger its performance; or
- the SP, by action or inaction, has conducted business or acted in such a manner so as to subject either party to a moral turpitude evaluation.
Fares

SPs may set or continue to collect fare for their transportation services. All fare structures are to be presented in detail to the RTC during the application process and detailed in the budget worksheet(s) submitted with the RFA. The SP will notify the RTC 60 days in advance of any proposed fare change implemented during the current contract period. The SP will provide the RTC with documentation to support advance client notification for any change in program fare structure.

Any and all fare revenue realized by the SP will be netted against program expense on the ‘same month’ RFR.

Reimbursement and Reporting

Operating Expenses

The RTC will fund SPs for eligible expenses, on a reimbursement basis only, using NET 30 terms, after receipt and verification of fully documented and complete monthly Request for Reimbursement (RFR) submittals to the RTC. RFR submissions are due monthly, no later than 60 (sixty) days after the last day of each calendar month during the contract period.

The RTC will supply each SP with an RFR Excel template. The Excel file will include basic instruction, monthly RFR tabs, one YTD (year to date) tab, one Payroll Summary tab, one Detailed Expenses tab, one Quarterly Reporting tab, and RTC approved program budget and narrative tabs. It is the responsibility of the SP to enter applicable program expenses into the template on a monthly basis. Templates will auto populate reimbursement amounts to the SP based on justifiable program expense entered.

The submission of each monthly RFR, by the SP, will include the following documentation:

- A PDF of the signed monthly RFR utilizing the approved RFR Excel template,
- The ‘Payroll Summary’ template in the Excel format,
- The ‘Detailed Expenses’ template in the Excel format,
- Full PDF documentation to support all program expense submitted on the RFR including but not limited to:
  - Payroll registers to support issuance of payment to employees,
  - Bank documentation to support payout of pay periods,
  - Vendor invoices or receipts, credit card statements,
  - And, cancelled checks, bank statements supporting credit card payments or other ACH bank draws, or other reasonable evidence of payment through a financial institution (with RTC approval only) to support final payout of each expense submitted on the monthly RFR.
• The Monthly Client List and Trip Count template, with a completed Wait List tab, in the Excel format, and
• The monthly SP ADA/Title VI/ EEOC complaints and resolutions tracking, beginning at contract start date until the end of the contract period.

Under this program, the RTC will reimburse a match amount to SPs for transportation related expenses only. Only expenses incurred during the contract period will be eligible for reimbursement. Eligible expenses under CMP may include, but are not limited to the following expense examples:

• Driver and dispatcher pay,
• Volunteer driver mileage reimbursement,
• Vehicle fuel and maintenance expense,
• Vehicle insurance.

The RTC recognizes that some justifiable monthly transportation expense may be incurred by SPs to support more than one SP program during a single month. To be eligible, any and all shared or allocated expense will be detailed in the budget narrative, submitted during the application process for RTC approval.

Expenses on monthly RFRs must reflect expense detailed in the budget narrative approved by the RTC during the application process.

Due to limited Project funds, SPs will notify the RTC if their organization will no longer be drawing on allocated program match funding in order to provide the RTC with ample opportunity to redirect funding to concurrent Project transportation program needs.

**Reporting**

SPs will submit the following reports on a monthly basis to the RTC with each monthly RFR submission:

- Payroll Summary Excel file
- Client List and Trip Count Excel file
- Detailed Expenses Excel file

SPs will submit the Quarterly Report each calendar quarter, signed by an authorized representative, in a PDF format, as outlined on the Quarterly Reporting Template.

SPs will proactively update the RTC with current audited financials and findings as they come into the SP’s possession.

SPs will proactively submit renewal certificates of insurance coverages, business licenses, and other renewable documents to the RTC as they become effective for the duration of the contracted program.
SPs will submit other reports or documents that may be requested by the RTC in a timely manner.

Definitions

As used throughout the Scope of Service, exhibits and attachments, the following terms shall have the meanings set forth below:


B. **Community Mobility Project (CMP) or ‘Project’** – The term ‘Community Mobility Project’ or ‘CMP’ is a match funding program designed to increase transportation options for seniors, persons with disabilities, and low-income residents.

C. **Office of Management and Budget (OMB)** – The term ‘Office of Management and Budget (OMB)’ refers to the agency within the Executive branch of government that measures the quality of agency programs, policies, and procedures.

D. **Regional Transportation Commission of Southern Nevada (RTC)** – The terms ‘Regional Transportation Commission’, ‘RTC’, and ‘Commission’ mean the Regional Transportation Commission of Southern Nevada, the designated Metropolitan Planning Organization for Clark County, Nevada or its authorized representative.

E. **Request for Application (RFA)** – The term ‘Request for Application (RFA)’ is an application and documentation submittal process that Providers complete to become eligible for CMP match funding.

F. **Request for Reimbursement (RFR)** – The term ‘Request for Reimbursement’, or ‘RFR’, refers to the monthly pdf submission inclusive of all monthly expense sent by a Service Provider to the RTC, which contains the recordation of all program expense incurred exclusive to the program, which also auto-generates and reports the reimbursement claim for the match portion.

G. **Service Provider, SP, or SPs (plural)** – The term ‘Service Provider’, ‘SP’, or ‘SPs’ shall signify the entity entering into this Contract with the RTC to provide the services described in the Contract Documents.

H. **Trip** – The term ‘Trip’ means the one-way movement of one client, from that client’s pick-up location to his or her drop-off location.

I. **U.S.DOT** – The term ‘U.S. DOT’ refers to the U.S. Department of Transportation.
ATTACHMENT B - APPLICATION
COMMUNITY MOBILITY PROJECT
20-023
APPLICATION

<table>
<thead>
<tr>
<th><strong>Organization Type:</strong></th>
<th>☑ Private Non-Profit 501 (c) (3)</th>
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<tbody>
<tr>
<td></td>
<td><em>For-profit organizations are not eligible for this funding.</em></td>
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<table>
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<tr>
<th><strong>Applicants Legal Name:</strong></th>
<th>Capability Health and Human Services</th>
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<tbody>
<tr>
<td><strong>Applicants DBA(s):</strong></td>
<td>Capability Health</td>
</tr>
<tr>
<td><strong>Applicants Physical Address/Location:</strong></td>
<td>7281 W. Charleston Blvd., Las Vegas, NV 89117</td>
</tr>
<tr>
<td><strong>Applicants Mailing Address (if different than Physical Address):</strong></td>
<td>4336 Losee Road, Building B-Suite, North Las Vegas, NV 89030</td>
</tr>
<tr>
<td><strong>Authorized Official’s Name and Title:</strong></td>
<td>Amanda Shipp, Chief Operations Officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Phone Number (include Area Code):</strong></th>
<th>702-677-8998</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:Amanda.shipp@capabilityhealth.org">Amanda.shipp@capabilityhealth.org</a></td>
</tr>
</tbody>
</table>

| **Program Title:** | Job Access Reverse Commute Program |

Regional Transportation Commission of Southern Nevada
COMMUNITY MOBILITY PROJECT 20-023 FY21
Application for:

- RTC COMMUNITY MOBILITY PROJECT (CMP) – 50/50 Local Match Requirements
- New Program  Existing Program

A. Application Checklist and Scoring

Organizations applying for the RTC CMP funding are required to submit the following with their application:

<table>
<thead>
<tr>
<th>Program Information and Application Detail</th>
<th>One per application</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.  Signed Obligation Certificate</td>
<td></td>
</tr>
<tr>
<td>2.  Application</td>
<td></td>
</tr>
<tr>
<td>3.  Budget Worksheet</td>
<td></td>
</tr>
<tr>
<td>4.  Budget Narrative</td>
<td></td>
</tr>
<tr>
<td>5.  IRS 501(c)(3) Recognition of Exception Letter (issue date within 365 days of the program start date) or Recent IRS Letter of Affirmation</td>
<td></td>
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<tr>
<td>6.  Title VI Program</td>
<td></td>
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<tr>
<td>7.  Current Business License(s)</td>
<td></td>
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<tr>
<td>8.  NV Secretary of State Verification of Good Standing</td>
<td></td>
</tr>
<tr>
<td>9.  Vehicle Maintenance Program</td>
<td></td>
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<tr>
<td>10. Safety, Security, &amp; Emergency Management Program</td>
<td></td>
</tr>
<tr>
<td>11. EEOC Program (if applicable)</td>
<td></td>
</tr>
<tr>
<td>12. Organizational Conflict of Interest Form</td>
<td></td>
</tr>
<tr>
<td>13. Certificate of Insurance or other evidence of current general liability, auto, and workers compensation insurance coverages</td>
<td></td>
</tr>
<tr>
<td>14. Disclosure of Ownership Form</td>
<td></td>
</tr>
<tr>
<td>15. Local Match Funding Source Confirmation Documentation (may be multiple sources)</td>
<td></td>
</tr>
</tbody>
</table>
Program Evaluation & Scoring

The RTC will select programs based on the review and recommendation of an evaluation committee. Evaluations will take into consideration program design and efficiencies, how programs meet the transportation needs of the community, and program sustainability. Please ensure that the application is complete, legible, and that all requested documentation and requested details are provided in the application submission. Points will be assigned per the below criteria.

PROGRAM DESCRIPTION, NEEDS & BENEFITS (maximum of 40 points)

- How does the program meet current regional transportation needs? What impact will the program have on existing local transportation options?
- In what way might the program be classified as new or innovative? How is the program specific to our community?
- The targeted program clients are seniors, low-income residents, and persons with disabilities. What percent of those client classifications are served by the current program, and will percentages change with CMP funding?
- How will the program benefit ADA clients? What percent of current or anticipated services are being performed for ADA clients?
- How many monthly rides (single, one-way) does the program currently provide? Will there be an increase in ridership with additional funding?

COORDINATION, PARTNERSHIP & OUTREACH (maximum of 30 points)

- Does the program demonstrate a coordinated effort with other local non-profit organizations?
- How does the program compliment or impact current public transportation options for the targeted clients?
- How does the program align with the goals of the 2015 and future Coordinated Transportation Plans (https://www.rtcsnv.com/projects-initiatives/transportation-planning/coordinated-transportation-plan/)? Will the program be a part of future Coordinated Transportation Plans?
- What forms of program outreach are provided to the public?
PROGRAM BUDGET & COST EFFECTIVENESS (maximum of 30 points)

- How efficient and cost-effective is the program?
- Has sufficient documentation been provided with the application to support local match funding for program sustainability?
- What funding strategies are in place to provide for program continuance if CMP funding is not available?
- Does the budget narrative thoroughly explain each line item of the budget and how each line item was determined?
- Is more than 10% of the total budget allocated to indirect program costs?
B. Obligation Certification

As an authorized official of Capability Health & Human Services (Organization name)
I certify the following:

1. The information presented in this application is true and accurate to the best of my knowledge.
2. The facts presented in this application have not been intentionally misrepresented and do not include misstatements.
3. The organization has the resources and technical capacity to support the program.
4. The organization has the resources to provide the required match.
5. The organization uses generally accepted accounting standards for its financial record keeping.
6. The organization will participate in a continuous, comprehensive dialog throughout the life of the program included but not limited to:
   - Onsite monitoring by RTC staff,
   - Timely submission of reimbursement requests (RFR),
   - Timely submission of required reporting, and
   - Timely written notification of events that may affect the outcome of the program.
7. The organization will comply with all applicable federal, state and local laws and regulations. This includes but is not limited to:
   - RTC CMP Scope of Services,
   - Annual Federal Certifications and Assurances, and
   - Applicable program circulars.

Signed: [Signature]
Printed Name: Dawn Newburg
Title: Chief Strategy and Growth Officer
Date: March 31, 2020

Regional Transportation Commission of Southern Nevada
COMMUNITY MOBILITY PROJECT 20-023 FY21
C. Application Information

Please provide clear, complete, and concise answers to each question. Evaluations will be based on the information provided in or with the application. Insufficient or incomplete required documentation may provide obstacles to timely program funding.

Total Awards
The total program budget for the RTC Community Mobility Program is $765,200.00. Successful applicants will receive match funding for a maximum of one year. Budget requests will be closely analyzed and applicants should include a budget narrative that makes clear the necessity of the program’s specific line-items.

Historically funding requests typically exceed the available program funds. To accommodate funding for multiple transportation programs please only request what is absolutely needed for your program.

Directions
1. The font is Times New Roman 12 point. The submitted application shall not exceed 18 pages. Please use the provided Word document form and adjust the spacing to fit the response, leaving two (2) spaces at the end of each question’s response.
2. Please use full justification and no indentation of new paragraphs.
3. Check the document for spelling, typing, or grammatical errors, and correct any error(s).
4. Please be concise when formulating responses. Please include specific information that describes the program, its relevance to the community, and all program goals and costs. Note: vague or broad generalized statements may detract from understanding the program during the scoring process.

Applicant must submit a separate application for each program, if funding is being requested for multiple programs.

Use the TAB key to navigate to ensure that no required fields are missed.

Any application that does not meet any or all stated criteria may be rejected. Late applications may be rejected.
D. Application

a. Funding Request

2021 Funding Request: $42,900
2021 Program Budget: $85,800
Any/All Funding from RTC (Fiscal Year 2020): $38,629
Any/All Program Budget(s) (Fiscal Year 2020): $77,258

b. Funding Source

RTC Community Mobility Project – Transportation programs for Seniors, Individuals with Disabilities, and Low-Income Residents, 50 percent RTC Match Funds / 50 percent Local Match of Program Operating Expense for Fiscal Year 2021

c. Program Overview

1) Provide a description of the program.

The Capability Health & Human Services (Capability Health) Job Access Reverse Commute Program provides adults with disabilities transportation to vocational training, community outings, volunteer outings and work sites in the Las Vegas Valley in 3 Capability Health-owned and operated minivans, and 1 Capability Health-owned and operated 15 passenger vehicle. Through the program, Capability Health transports more than 40 people per year to employment and vocational training sites within the community that offer daytime and part time hours, employment and job skills learning opportunities that are facilitated by Capability Health’s Capability & Career Exploration Center. In 2019 from July – December, 39 unduplicated people with disabilities received transportation services within the Las Vegas Valley. Thus far, in January 2020, the program has provided transportation to 26 people with disabilities (unduplicated) to job training and employment sites in Southern Nevada.

The program removes a barrier often faced by people with disabilities: Finding reliable and safe transportation that meets their varied needs, and that is necessary in securing employment and participation in community-based vocational training programs.

Because of transportation provided through the Capability Health program, people with disabilities can access these vocational opportunities where they learn diverse job skills, secure paid employment, realize a sense of purpose, pride and a paycheck; and become taxpaying and productive citizens in our community.

The program offers adults with developmental and/or physical disabilities safe, accessible transportation, provided by professional drivers trained in best practices of working with people with disabilities who are cognizant of their unique needs. Many of the program participants are referred to Capability Health by area agencies including the Desert Regional Center, Bureau of Vocational Rehabilitation and the Veterans Administration;
some clients and/or their families/guardians reach out to Capability Health directly for services.

2) Describe the target population of the program and define how the target population is 1.) Evaluated and considered by the organization to be eligible to participate in the program [cite and detail criteria specifics such as age, gender, race, ethnicity, socio-economic level, disability, etc.] and 2.) Notified of the organization’s available service(s).

1) 100 percent of those served through the program are adults ages 18 and older who have a developmental or physical disability which makes securing a driver’s license and vehicle difficult and navigating the RTC’s fixed public transportation services challenging. The different disabilities of the men and women who currently use the Capability Health transportation program include Autism Spectrum Disorder, Down syndrome, Cerebral Palsy, Traumatic Brain Injury, hearing impairment, physical and visual impairment, mobility challenges, and other disabilities. But because of their disability, a majority of those served are considered low-income because they are either working in lower-wage jobs or are participating in vocational training due to unemployment or underemployment. The majority of clients are served by Medicaid (clients reflect the Las Vegas Valley’s diverse ethnic and racial population).

2) Capability Health and its Community Training Services department promote the Job Access Reverse Commute Program to adults served through: Capability Health’s Capability & Career Exploration Center; networking with state of Nevada agencies that help adults with disabilities secure vocational training and work opportunities like Desert Regional Center and Bureau of Vocational Rehabilitation; and the Veterans Administration which refers adults with disabilities to Capability Health for services. The service is also included in the Capability Health program offerings that are discussed with potential clients and their families/caregivers during assessment of their needs and discussion of Capability Health programs that will help meet their needs and goals. The program is also included in Capability Health informational program resource materials all of which is available to the public.

3) Please indicate the type of clients that the program will serve. Check all that apply. If the program serves multiple client types please indicate the percentage of clients being served.

<table>
<thead>
<tr>
<th></th>
<th>1-25%</th>
<th>26-50%</th>
<th>51+75%</th>
<th>76-100%</th>
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</thead>
<tbody>
<tr>
<td>Senior 60+</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individuals with disabilities</td>
<td>✔️ 1-25%</td>
<td>✔️ 26-50%</td>
<td>✔️ 51+75%</td>
<td>✔️ 76-100%</td>
</tr>
<tr>
<td>Low Income Residents</td>
<td>✔️ 1-25%</td>
<td>✔️ 26-50%</td>
<td>✔️ 51+75%</td>
<td>✔️ 76-100%</td>
</tr>
</tbody>
</table>

Regional Transportation Commission of Southern Nevada
COMMUNITY MOBILITY PROJECT 20-023 FY21
4) Describe how the program will meet the unmet transportation needs in Clark County and what strategies will be used to continue to address those needs in the future.

The program will continue to address unmet transportation needs of people with disabilities in Clark County by providing transportation outside of the RTC service areas and to/from areas where transportation routes are limited during the busy weekday, midday hours. The Capability Health program ensures that they arrive on time for work and depart as needed, and the program lessens RTC’s burden to provide ADA Paratransit services within the Las Vegas Valley.

The Program will also address the need for more “flexible” transportation options so that people with disabilities have greater control over their personal schedules and can get to/from places when they need to. Because of the Las Vegas community’s need for RTC ADA Paratransit services, RTC must structure routes and schedules in a fiduciary way when trying to meet everyone’s needs. This has led to some residents with disabilities facing challenges in securing Paratransit around employers’ needs or job training programs’ schedules, and in spending hours on Paratransit vehicles to get to/from work or training.

Capability Health’s strategy to address these needs includes its transportation program around the specific work and job training schedules of employers and training sites. This will ensure the efficient use of Capability Health vehicles and scheduling of drivers, and provides the rider convenience. To ensure transportation meets the varied needs of adults with disabilities and their safety, Capability Health relies on its 44 years of experience in providing programs for Nevadans with disabilities as it trains its drivers on how to work with and meet each individualized need.

Strategy also includes Capability Health’s involvement in committees, groups and discussions to improve transportation options, health and wellness, and community inclusions for Nevadans with disabilities. In support of this effort, Capability Health’s Amanda Shipp, COO, is a member of the RTC Transportation Access Advisory Committee, and Capability Health President & CEO Christine Zack is active in teaching law and ethics for healthcare managers as an adjunct faculty member at University of Nevada, Las Vegas, and serves on the Board of Trustees at The Shade Tree. Their involvement benefits Capability Health’s ability to help people with disabilities through the Job Access Reverse Commute Program as it keeps Capability Health’s relationships and partnerships with state agencies, Nevada nonprofits, and organizations focused on helping people with disabilities; and informs others of the importance of people with disabilities having reliable and safe transportation options.

5) Explain how this program will divert trips from RTC ADA Paratransit and detail any new and innovative plans, ideas or structures that the program will implement to improve upon this process.
The program will divert trips from RTC ADA Paratransit and prevent adding trips to RTC ADA Paratransit by providing mid-day transportation to adults with disabilities who receive job training and job placement services through Capability Health. With Capability Health directly providing transportation to those who begin job training or employment through Capability Health programs (with many participants maintaining part-time employment or training hours), RTC ADA Paratransit does not need to offer these additional transportation routes. Capability Health has strategically grown the Job Access Reverse Commute Program by need and acquiring donated vehicles to meet that need, which has enabled Capability Health to offer transportation at no out-of-pocket cost to Capability Health clients seeking vocational training and community employment. During the 2020-2021 Community Mobility Project grant period, Capability Health will provide vital transportation services to those entering Capability’s community vocational training and job placement programs, and new community job training sites. Utilizing Capability Health vehicles and staff to provide transportation diverts mid-day trips from RTC ADA Paratransit that RTC would otherwise provide to/from employment training sites.

6) Describe which specific priority or priorities, as outlined in the Coordinated Transportation Plan dated March 2015 (https://assets.rtcnv.net/wp-content/uploads/sites/4/2019/06/10141545/Coordinated-Transportation-Plan-FINAL-031215.pdf), this program will meet or address. The Job Access Reverse Commute Program supports the Coordinated Transit Human Services Transportation Plan’s vision that “All Southern Nevadans with disability as well as those who are elderly, low income or displaced are able to go where and when they need to go” and the goal that the coordinated transportation is flexible, accessible and convenient, timely, reliable and available beyond the existing transit and paratransit service areas, meeting the needs of individuals with disabilities, with safety and security in the forefront.

The Capability Health program addresses these identified priorities by incorporating strategies that are outlined in the plan, including: 1) Ensuring 100% of its program clients have a disability, of which an estimated 50-75% are also considered low-income due to unemployment or underemployment; 2) Focusing upon the flexibility, convenience and reliability of transportation so that it meets the needs of people with disabilities and is scheduled according to the schedules of employers or vocational training sites; 3) Providing transportation both inside and outside of existing RTC service areas; 4) Training drivers on best practices of working with people with developmental and physical disabilities; and 5) Offering vehicles adapted for a target group of riders.

7) Describe the challenges encountered by the organization for this program, or similar programs. If applicable, include how those challenges were met or overcome. Capability Health’s biggest challenge in the past for this program was related to being able to meet the demand for transportation of those who are part of Capability Health’s
vocational training and employment programs as these are the clients who utilize the Capability Health Job Access Reverse Commute Program. Having reliable and safe transportation that meets the diverse needs of adults with disabilities is necessary in getting to/from community training and job sites and their ability to secure and maintain employment. With the limitation of RTC's service area, it is difficult for those who need Paratransit but work in areas near the boundaries of the Las Vegas Valley to get to/from work for their mid-day, part-time employment hours. Likewise, Capability Health faced challenges in meeting all of its clients’ job training and employment transportation needs due to a limited number of vehicles. To help overcome these challenges, Capability Health had a concentrated effort to acquire additional vehicles so that it could be better positioned to offer transportation to/from job sites and training, and 4 vehicles are now dedicated to the Job Access Reverse Commute Program. Capability Health is positioned to provide more one-way and round trips to people with disabilities in 2020-2021, and as a byproduct support more community job training and employment options for unemployed and underemployed Souther Nevadans with disabilities.

E. Service Overview

8) Does the organization currently provide transportation?
   ☑ Yes ☐ No

9) Is transportation the primary service provided by the organization?
   ☐ Yes ☐ No
   
   a. If 'No', what is the full range of services provided by the organization? Provide the overall resource allocation for all services provided by the organization.
   Capability Health provides a range of services to more than 2,000 Nevadans with disabilities per year through its two North Las Vegas campuses, two Las Vegas campuses, its Reno office and community sites. In Clark County, these programs include: Employment and vocational training; capability enhancement day programs for adults: Early Intervention, learning and social recreation programs for children: therapy clinic for children: and independent living, home modification and assistive technology programs. In Reno, Early Intervention and therapy programs for children are offered as well as assistive technology for all ages.

   b. Describe the organizations eligibility requirement processes that are in place to evaluate clients for the organizations transportation services (age limits, proof of disability, income, and/or residency, etc.).
   Eligibility requirements include: Adults who are age 18 and older; documentation of disability(ies); and documentation that the individual was recommended to and chose to participate in Capability Health vocational training and/or employment program(s) for which Job Access Reverse Community program transportation is needed.
10) Does transportation depend on program affiliation?
☒ Yes ☐ No

11) Indicate the type(s) of service currently being performed in the following areas.

☒ Inside the RTC service area for RTC ADA certified clients
  Number of clients: 22
  Number of annual one-way trips: 1,390

☒ Outside the RTC service area for RTC ADA certified clients
  Number of clients: 1
  Number of annual one-way trips: 1

☒ Inside the RTC service area for clients NOT RTC ADA certified
  Number of clients: 17
  Number of annual one-way trips: 1,813

☒ Outside the RTC service area for clients NOT RTC ADA certified
  Number of clients: 2
  Number of annual one-way trips: 330

12) For each box checked above, please provide a description of the service; please include zip codes as appropriate.
Transportation for adults with disabilities is provided to/from community vocational training and employment opportunities in the Southern Nevada community so that they can learn the skills necessary to gain paid employment or earn income. ZIP code breakdown of current clients is as follows:

*Inside RTC service area for RTC ADA certified clients reside in ZIP codes 89030, 89031, 89032, 89081, 89102, 89106, 89108, 89115, 89117, 89122, 89130, 89131, 89148, and 89166.

*Outside RTC service area for RTC ADA certified clients reside in ZIP code 89166.

*Inside RTC service area for non-RTC ADA certified clients reside in ZIP codes 89030, 89031, 89081, 89084, 89107, 89108, 89110, 89112, 89117, 89130, 89131, 89142, 89147, and 89156.

*Outside RTC service area for non RTC ADA certified clients reside in ZIP codes 89018 and 89166.

13) Does the organization have a list of persons waiting to start transportation service?
☐ Yes ☒ No

If yes, how many and why is there a wait list?
Click here to enter text.

Regional Transportation Commission of Southern Nevada
COMMUNITY MOBILITY PROJECT 20-023 FY21
14) Is transportation provided on a first-come first-serve basis? If ‘no’, add a detailed explanation below.
No, transportation is provided to adults with disabilities who are hired to work and/or need supports to work in the community through Capability Health vocational training and employment programs. Transportation is pre-scheduled according to each client’s needs and training/work schedules to ensure that they can go where and when they need to go.

15) How many total clients are provided transportation by the organization?
   Daily: 30  Annually: 39

16) How many total one-way trips are provided?
   Daily: 23  Annually: 3,534

17) How many vehicles does the organization currently operate?
   Number of vehicles: 6
   Total capacity: 33 (3 minivans each with 6 passenger capacity, 2 cutaway buses, and 1 15-passenger vehicle)

   None ☐ if zero vehicles are operated by the organization proceed to question 22.

18) Do the vehicles have wheelchair capability? yes

   If yes, what is the capacity for those vehicles? 2 of the minivans offer capacity for 1 wheelchair each, each cutaway bus offers capacity for 2 wheelchair users, for a total capacity of 6 wheelchair users.

19) Is transportation service provided by a third party operator or volunteers?
   ☐ Third party operator
      Number of vehicles: Click here to enter text.
      Total capacity: Click here to enter text.
      Wheelchair capacity: Click here to enter text.
      % of annual program expense used for service: Click here to enter text.

   ☐ Volunteers
      Number of vehicles: Click here to enter text.
      Total capacity: Click here to enter text.
      Wheelchair capacity: Click here to enter text.
      % of annual program expense used for service: Click here to enter text.

20) Please provide the hours of operation for client transportation, first pickup / last drop off:

Regional Transportation Commission of Southern Nevada
COMMUNITY MOBILITY PROJECT 20-023 FY21
<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
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<tbody>
<tr>
<td>Monday</td>
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</tr>
<tr>
<td>Tuesday</td>
<td>6 a.m. – 4:30 p.m.</td>
</tr>
<tr>
<td>Wednesday</td>
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<tr>
<td>Thursday</td>
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<tr>
<td>Friday</td>
<td>6 a.m. – 4:30 p.m.</td>
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<tr>
<td>Saturday</td>
<td>Seasonal</td>
</tr>
<tr>
<td>Sunday</td>
<td>Seasonal</td>
</tr>
<tr>
<td>No Service Holidays</td>
<td>No service on holiday and inservice days</td>
</tr>
</tbody>
</table>

21) Does the organization charge a fare or is a donation requested for transportation?
☐ A fare of Click here to enter text. is charged per one-way trip
☐ A donation is requested, but not mandatory
☒ Fares and donations are not accepted

F. Financial and Managerial Capability

22) A budget and budget narrative must be submitted along with this application. In the space below please elaborate and provide more depth, if possible, to any categorical costs as outlined on the Budget Form, to help the RTC fully understand your program expenses during the RTC Program Evaluation phase. Include expense necessity, reasonableness, and how allocations are derived.

* $50,000 for Capability Health Staff/Driver Salary: Hourly wage @ $11 to $13; drivers provide transportation services in 6 Capability Health owned vehicles = $50,000

* $2,000 for Capability Health Administrative salary: Supports program 8 hours monthly @ $166.67 per month X 12 months = $2,000

* $20,000 for vehicle insurance: Annual insurance premiums for 6 fleet = 1 15-passenger vehicle = $20,000

* $7,200 for vehicle fuel: Purchase of fuel to operate 6 Capability Health program vehicles = $7,200

* $6,600 for vehicle maintenance & repairs: Annual vehicle maintenance and repairs for 6 vehicles = $6,600

23) Indicate the source of the Local Match funds. If the funds are coming from In-Kind or Soft Match contributions, explain the contribution including naming the contributor(s) and listing the portion(s) contributed.

Capability Health will utilize State revenue and funds raised by Capability Health Development Department for the local match, if awarded the grant.
24) Provide detail on additional funding sources. Describe the steps the organization has taken to identify other sources of funds needed to sustain this program if the RTC CMP funding is no longer available. Capability Health is committed to helping Nevadans with disabilities discover greater independence in their daily lives and the Job Access Reverse Commute Program. To help sustain the program, Capability Health has taken a proactive approach to use donated vehicles which helps offset its capital costs, and it will continue to take this approach to meet the program’s vehicle acquisition needs. To identify other funding sources for other essential costs (drivers’ salaries, fuel, insurance, etc.) in case RTC CMP funding is no longer available, Capability Health is researching government, foundation and corporate sources that support transportation as well as vocational training and employment programs for people with disabilities so that it can utilize some of this new funding for transportation costs, if allowable by the funder.

25) Could the program be implemented on a more limited scope with less funding? Please explain.
No. This program is already operated on the least amount of funding needed to provide transportation services and the budget reflects only essential costs (driver’s salaries, fuel, insurance, maintenance, etc.). Capability Health already includes administrative overhead within its organization budget. Without the grant, Capability Health will be unable to use all 6 of its vehicles to transport Southern Nevadans with disabilities who rely on Capability Health for transportation to work, volunteer, community outings, and job training.

26) If the organization is eligible for funding, indicate below if the organization is able to participate in the RTC Coordinated Network of Providers. ☒ Yes ☐ No

Note: All recipients of RTC CMP funding may be required to participate in the RTC Coordinated Transportation Network. As part of the coordinated network the organization may be required to assist in the transportation of clients beyond the initial scope described in the agreement, but remaining in conformity with the mission and guidelines of the organization.

a. Explain how the organization may or may not be able to participate.
Capability Health looks forward to opportunities to participate in the RTC Coordinated Network for Providers. Capability Health can work with RTC in meeting transportation needs of other Southern Nevadans with disabilities through its vehicles.
27) Does the organization have a current Title VI Program? Please note this is a requirement as defined by 49 CFR, Part 27. ☒ Yes ☐ No

28) Does the organization employ 100 or more employees? Please note organizations that employ 100+ employees, including temporary or part-time, are required to have an EEOC program. ☒ Yes ☐ No
CAPABILITY HEALTH & HUMAN SERVICES
% EAST
7281 W CHARLESTON BLVD
LAS VEGAS NV 89117-1592

Employer ID number: 94-2815686
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Oct. 04, 2019, about your tax-exempt status.

We issued you a determination letter in September 1982, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,
CAPABILITY HEALTH & HUMAN SERVICES
% EAST
7281 W CHARLESTON BLVD
LAS VEGAS NV 89117-1592

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin
Director, EO Rulings & Agreements
BUSINESS LICENSE
City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: N31-00109
RENEWAL DATE: 02/01/2020
EXPIRATION DATE: 02/01/2021

TYPE OF LICENSE: N31 - NP COMMUNITY SERVICES
NP COMMUNITY SERVICE

BUSINESS LOCATION: 6200 W OAKEY BLVD

ISSUED TO:
CAPABILITY HEALTH AND HUMAN SERVICES
7281 W CHARLESTON BLVD
LAS VEGAS, NV 89117

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.
Post in a conspicuous place.

Deputy Director Planning Department
Madison Cleveland  
7281 West Charleston Blvd.  
Las Vegas, NV 89117

**Special Handling Instructions:**

**Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Filing Number</th>
<th>Filing Date/Time</th>
<th>Filing Status</th>
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<th>Price</th>
<th>Amount</th>
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<td>1/8/2020 8:41:46 AM</td>
<td>Approved</td>
<td>1</td>
<td>$50.00</td>
<td>$50.00</td>
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**Payments**

<table>
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<th>Type</th>
<th>Description</th>
<th>Payment Status</th>
<th>Amount</th>
</tr>
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<tr>
<td>Credit Card</td>
<td>5785016931496847303092</td>
<td>Success</td>
<td>$50.00</td>
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Credit Balance: $0.00
Business Entity - Filing Acknowledgement

01/08/2020

Work Order Item Number: W2020010800250 - 336113
Filing Number: 20200404504
Filing Type: Amended List
Filing Date/Time: 01/08/2020 08:41:46 AM
Filing Page(s): 3

Indexed Entity Information:
Entity ID: C683-1976
Entity Name: Capability Health & Human Services
Entity Status: Active
Expiration Date: None

Commercial Registered Agent
RESIDENT AGENTS OF NEVADA, INC.
711 S. Carson St. Ste. 4, Carson City, NV 89701, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

[Signature]

BARBARA K. CEGAVSKE
Secretary of State
BARBARA K. CEGAVSKE  
Secretary of State 
202 North Carson Street  
Carson City, Nevada 89701-4201 
(775) 684-5708  
Website: www.nvsos.gov  
www.nvsilverflume.gov

Annual or Amended List 
and State Business 
License Application

☐ ANNUAL  ☑ AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

Capability Health & Human Services  
NAME OF ENTITY

NV19761001232  
Entity or Nevada Business 
Identification Number (NVID)

IMPORTANT: Read instructions before completing and returning this form.  
Please indicate the entity type (check only one):

☑ Nonprofit Corporation (see nonprofit sections below)  
☐ Limited-Liability Company  
☐ Limited Partnership  
☐ Limited-Liability Partnership  
☐ Limited-Liability Limited Partnership  
☐ Business Trust  
☐ Corporation Sole

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.  
☐ 001 - Governmental Entity  
☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ Unit-owners' Association  ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☐ No - no additional form is required  
☑ Yes - the "Charitable Solicitation Registration Statement" is required.

The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

**"Failure to include the required statement form will result in rejection of the filing and could result in late fees."**

Page 1 of 2
None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X  Madison Cleveland  
Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer  
FORM WILL BE RETURNED IF UNSIGNED
Charitable Solicitation Registration Statement  
(PURSUANT TO NRS CHAPTER 82)  
Required for any corporation that intends to solicit charitable/tax deductible contributions. To be filed with Initial/Annual List Forms.

1. Names of Charitable Organization: (please complete items a thru c; attach additional page(s) if necessary)  
   a) Name of charitable organization as state in its Articles of Incorporation or other governing document: Capability Health & Human Services  
   b) Exact name of charitable organization as registered with the Internal Revenue Service: Capability Health & Human Services  
   c) Name or names under which charitable organization may, or intends to, solicit charitable contributions in Nevada: Capability Health & Human Services

2. Web Address: (optional) 
   https://www.capabilityhealth.org/

3. USA PATRIOT Act Certification: (optional)  
   □ Check here to accept the following certification.  
   In compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 and other counterterrorism laws, I hereby certify that all donations will be used in compliance with all United States of America anti-terrorism orders.

4. Places of Business: (please complete items a, b; attach additional page(s) if necessary)  
   a) Address and telephone number of the principal place of business of the charitable organization:  
      7281 West Charleston Blvd.  
      Las Vegas  
      NV 89117  
      USA  
      Address  
      City  
      State  
      Zip Code  
      Country  
      Telephone Number

   b) Address and telephone number of any office in this state OR if none, name, address and telephone number of custodian of its financial records:  
      Madison Cleveland  
      Name of Custodian  
      7281 West Charleston Blvd.  
      Las Vegas  
      NV 89117  
      USA  
      Address  
      City  
      State  
      Zip Code  
      Country  
      Telephone Number

5. Exempt Status and Federal Tax ID:  
   Federal tax exempt status: 1  
   EIN - Federal Tax ID: 94-2815686

6. Names and Addresses of Executive Personnel: (attach additional page(s) if necessary)  
   Christine Zack  
   Name  
   EXECUTIVE PERSONNEL  
   Title  
   7281 West Charleston Blvd.  
   Las Vegas  
   NV 89117  
   USA  
   Address  
   City  
   State  
   Zip Code  
   Country

7. Fiscal Year:  
   Day and month of end of fiscal year of the charitable organization: Day 31  
   Month 12

8. Financial Information from IRS Form 990, 990EZ or if no Form 990, a good faith estimate for most recent fiscal year:  
   □ Check here if you file Form 990N or have not filed a Form 990 or 990EZ. If checked, please provide a good faith estimate for its current fiscal year. All others please provide the information from the most recently filed Form 990, Part I or 990EZ, Parts I and II.  
   Total Revenue (line 12, Form 990; line 9, Form 990EZ): 12205988.0  
   Total Expenses (line 18, Form 990; line 17, Form 990EZ): 12307870.0  
   Revenue less Expenses (line 19, Form 990; line 18, Form 990EZ): -701882.0  
   Total Assets (line 20, Form 990; line 25, Form 990EZ): 2074269.0  
   Total Liabilities (line 21, Form 990; line 26, Form 990EZ): 1328721.0  
   Net Assets or Fund Balances (line 22, Form 990; line 27, Form 990EZ): 745548.0

9. Signature: (must be signed by an officer, or if a trust, by a trustee)  
   X Madison Cleveland  
   Authorized Signature  
   Project Strategist  
   Title  
   01/08/2020  
   Date  

Nevada Secretary of State NRS 62 Charitable Solicitation Registration
Revised: 9-28-17
Vehicle Maintenance & Service Plan

Objective:

- Capability Health & Human Services Drivers, staff and management to focus on transporting their passengers and their scheduled routes. In other words, focus on “driving and transporting” their passengers.
- US Mechanic & Towing (USMT) to ensure vehicles are in good working condition free from disruption of transportation services for Capability Health & Human Services. USMT will monitor & maintain Capability Health & Human Services fleet of vehicles.
- Primary objective: Excellence in vehicle maintenance service in the most cost-effective manner.

1. USMT Scope of Services:
   a. Schedule & Monitor Preventive-Predictive Maintenance Plan
      i. Explain PM Plan and the operations of monitoring each vehicle
   b. Execute drop-off schedule for Capability Health & Human Services fleet vehicles, of which will be accomplished by USMT, specifically for the Capability Health & Human Services-USMT relationship.
   c. Weather-related PM Plan (Air Conditioning-Heater Services)
   d. Tire Sales
   e. Paint & Body Services
   f. Vehicle Signage & Striping Services
   g. Vehicle-Fleet Sales Services
   h. Provide recommendations to We Capability Health & Human Services Management to cost-effectively rehabilitate or retire a vehicle. Rehabilitating a vehicle can include engine and/or transmission replacements.

2. Capability Health & Human Services Responsibility:
   a. Capability Health & Human Services Drivers to fill out Pre-Trip Checklist Form in detail with its mileage “weekly”
   b. Fax or Email Pre-Trip Checklist and Comments of Concern to USMT “weekly”. Final plan for checklist submission is still TBD.
   c. Measure USMT’s Performance: Compare Capability Health & Human Services expenses and operation from 1 year ago.

3. Next Steps:
   a. Determine number of fleet vehicles to put on a Preventive Maintenance Plan
      i. Present Monthly Rate for PM Plan Services which includes Oil Change
      ii. Anticipate AC PM Plan for the coming Summer months
      iii. USMT to create baseline inspection of Capability Health & Human Services vehicles in the PM Plan
      iv. Written and Signed Agreement of above items of understanding.
Capability
HEALTH & HUMAN SERVICES

US MECHANIC & TOWING, LLC
3601 Meade Ave * Las Vegas, NV 89102 * 702-998-9699

FEE Schedule
December 2019

Tier 1:
- Preventive Maintenance Program (PM) for existing 10 Capability Health & Human Services Vehicles
  - 10 Capability Health & Human Services Vehicles consists of Ford Trucks and Vans
  - PM Program Includes:
    - Oil Changes whenever required (typically every 3000 miles)
    - Management of Vehicles Scheduled Maintenance for all 10 Vehicles
    - Vehicle Diagnostics whenever needed (Valued at $75 per vehicle)
    - Coordination of Annual Smog Checks
      - Vehicle Registration (optional)
    - Replacement of Bulbs for Safe Driving (except headlights)
    - Wiper Blades and other small tickets items
    - Pickup and Drop Off of Capability Health & Human Services Vehicles from Oakley Location
  - $400 per month ($40 per Vehicle)

Tier 2:
- Service & Maintenance: for normal wear & tear and/or critical repair of the vehicles
  - This includes brakes, engine, transmission, etc...
  - Work will be approved by Authorized Capability Health & Human Services Personnel ONLY
  - Parts, Tires, Batteries, etc.... will be discounted
  - Coordinating towing, if needed
    - Regular Van: $85
    - Bus: $125
  - Tires: $108 (225/75/R16 and 245/75/R16)
  - $75 per hour

Tier 3:
- Major Repair: Accidents that will involve body and mechanical repair
  - We will communicate with your insurance company and provide them with quotes for repair so you won’t be bothered
  - Work will be approved by Authorized Capability Health & Human Services Personnel ONLY
  - Administrative Fee $50

Accounts Payable will be a 15 day term.
It is preferred to have all Capability Health & Human Services Vehicles scheduled 24 hours in advance with regard to maintenance and repairs.
ADULT CAPABILITY & EXPLORATION CENTER

EMERGENCY RESPONSE PLAN
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INTRODUCTION
An Emergency Response Plan (ERP) covers designated actions that staff, clients and visitors must take to ensure safety during emergencies. The following emergency response information is provided with the understanding that all situations in a critical incident cannot be predicted, but this information will assist in establishing the minimum emergency preparedness procedures training for all personnel in our building.

- The following emergency response information provided is intended to be used as guidelines only.
- Always remember, the first priority is the safety and protection of life.
- At a minimum, this plan will be reviewed and updated annually.
- Annual training on this plan should include all key staff members and building occupants to provide the most effective emergency preparedness.
- This ERP is intended for use by all Departments that occupy this facility.

INDIVIDUALS RESPONSIBLE FOR THIS PLAN:

- Amanda Shipp  
  Chief Operations Officer  
  4336 Losee Rd. Ste. 3 Bldg. B  
  North Las Vegas NV 89030  
  Office: (702) 677-3584  
  Cell: (702) 677-8998  
  Amanda.shipp@capabilityhealth.org

- Cassandra Espinoza  
  Adult Capability & Exploration Center Manager  
  4336 Losee Rd. Ste. 3 Bldg. B  
  North Las Vegas NV 89030  
  Office: (702) 677-3563  
  Cell: (702) 561-0135  
  Cassandra.espinoza@capabilityhealth.org
GENERAL EMERGENCY INSTRUCTIONS AND CALLING 9-1-1

General Instructions for all Emergency Situations:

- *Get out of immediate danger and stay calm.*
- In the event of a fire, or if you feel the building's occupants are in danger:
  - Activate the building's fire alarm system or make an announcement before calling 9-1-1.
  - Evacuate the building immediately!
  - Refer to the Evacuation Procedure
- To report any police, fire, or medical emergency, call 9-1-1 from any building phone.

When calling 9-1-1:

- Stay on the line with the dispatcher.
- Provide the address of the building involved and your exact location. This is especially important if you are calling from a cell phone.
- Adult Capability & Exploration Center:
  4336 Losee Rd. Ste. 3 Bldg. B
  North Las Vegas, NV 89030
  Reception Desk Telephone (702) 677-3564
- Provide a thorough description of the incident to ensure that proper resources are dispatched.
- When providing a description of an individual, describe from top (head) to bottom (feet)
- *Do not hang up until the dispatcher tells you to do so*
EMERGENCY CONTACT NUMBERS

Dial 9-1-1

- Medical Emergencies
- Fire/Smoke
- Uncontrolled Hazardous Material Spills
- Violence & Threats
- When in doubt...

DIAL 9-1-1

Report a Crime

To report a crime or suspicious activity at the Adult Capability & Exploration Center or property, staff, clients, visitors and guests can call:

- Director of Adult Capability & Exploration Center: 702-677-8998
- Assistant Director of Adult Capability & Exploration Center: 702-466-6618
- Manager of Adult Capability & Exploration Center: 702-561-0135

Dial 9-1-1 for emergencies requiring Police

Report Incidents/Unsafe Conditions

All unsafe conditions should be reported as soon as possible to avoid injury or property damage.

- If you observe an unsafe condition that poses a threat of injury or property damage, you should report it to the Director of Community Training Services: 702-677-8998
- If the situation is critical and needs immediate attention, call the Director of Community Training Services: 702-677-8998

Key Contact Information

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>WORK NUMBER</th>
<th>MOBILE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Zack</td>
<td>Chief Executive Officer/President</td>
<td>(702) 677-3599</td>
<td>(702) 302-8753</td>
</tr>
<tr>
<td>James Davis</td>
<td>Facilities Operator</td>
<td>(702) 677-3559</td>
<td>(702) 712-6639</td>
</tr>
<tr>
<td>Lisa Manning</td>
<td>Chief Financial Officer</td>
<td>702.677.3597</td>
<td></td>
</tr>
<tr>
<td>Krista Froemming</td>
<td>Human Resources</td>
<td>702.677.3572</td>
<td></td>
</tr>
<tr>
<td>Amanda Shipp</td>
<td>Chief Operations Officer</td>
<td>702.677.3584</td>
<td>702.677.8998</td>
</tr>
</tbody>
</table>

Key Contact Information (continued)
### Building Emergency Contact Information

<table>
<thead>
<tr>
<th>TITLE</th>
<th>WORK NUMBER</th>
<th>MOBILE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Operating Officer</td>
<td>702.677.3584</td>
<td>702.677.8998</td>
</tr>
<tr>
<td>Asst. Dir. of Capabilities &amp; Career Services/ACEC</td>
<td>702.677.3567</td>
<td>702.466.6618</td>
</tr>
<tr>
<td>Manager of Capabilities &amp; Career Services/ACEC</td>
<td>702.677.3563</td>
<td>702.561.0135</td>
</tr>
<tr>
<td>Building Landlord</td>
<td>702.351.7252</td>
<td></td>
</tr>
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</table>

### Important Phone Numbers: For an actual Emergency, Dial 9-1-1

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>WORK NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark County Water Reclamation District</td>
<td>Customer Services</td>
<td>(702) 668-8888</td>
</tr>
<tr>
<td></td>
<td>Alternate Number</td>
<td>(800) 782-4324</td>
</tr>
<tr>
<td>NV Energy</td>
<td>Outage/Emergencies</td>
<td>(702) 402-2900</td>
</tr>
<tr>
<td></td>
<td>Main Customer Service</td>
<td>(702) 402-5555</td>
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### Personnel Responsible for Maintenance of Systems and Equipment Installed to Prevent or Control Fires:

Phoenix Fire Protection, LLC  
5875 Service Court  
9555 Del Webb Blvd  
Las Vegas, NV 89122  
Business Telephone: (702) 463-5709

### Desert Regional Center (DRC) Contact Information

**DRC Emergency Telephone Numbers**  
Work Hours: 702-486-6200  
After Hours Emergency Line: (702) 423-5473

### Transportation Contact Information
RTC Customer Service
1-800-228-3911
Fixed Route Customer Service: (702) 228-7433
Paratransit Customer Service: (702) 228-4800
Phone: (702) 676-1834 (TDD)

MTM Transportation Services
(844) 897-7341

Aacres Transportation Service
(702) 675-7267

<table>
<thead>
<tr>
<th>POSITION</th>
<th>RESPONSIBILITY</th>
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<tbody>
<tr>
<td>Facilities Operator</td>
<td>• Responsible for all building maintenance</td>
</tr>
<tr>
<td></td>
<td>• Responsible for fuel hazard sources</td>
</tr>
<tr>
<td></td>
<td>• Responsible for housekeeping</td>
</tr>
</tbody>
</table>

FIRE PROTECTION SYSTEMS

1. This occupancy has the following fire protection systems
   • Fire alarms, audio and visual
   • Sprinkler system
   • Fire extinguishers

2. The fire alarm is activated by the following methods
   • Smoke detectors

3. Description of the fire alarm alert tone and voice communication system:
   • A loud buzzer and flashing strobe lights notify occupants that the fire alarm system has been activated.

LIST OF MAJOR FIRE HAZARDS ASSOCIATED WITH THE NORMAL USE AND OCCUPANCY OF THE BUILDING:

1. The facility contains numerous housekeeping and maintenance related materials and supplies.

2. Hard copies are on file and are readily available inside the staff cabinet located in the front office, as well as at the ACEC Supervisor’s desk in the Adult Capability & Exploration Center. All flammable/combustible liquids, such as paints, lubricants, solvents, cleaning supplies, etc., are stored in cabinets, and are not accessible to the occupants without a key.

3. The facilities staff conducts general building upkeep. The first article of this section addresses the materials and supplies the facilities staff uses.
4. The Adult Capability & Exploration Center performs varied contract work that produces trash and scape materials.

5. Propane gas is used in the fork lift and extra cylinders are stored in a locked metal cabinet, approximately 3 (three). No other fuels, in any quantity, are stored or used at the facility.

6. **All employees** are responsible for maintaining a clean and organized workspace. Equipment and supplies not being used are to be stored appropriately and in such a manner that will not affect either emergency egress or firefighting operations.

7. The facilities staff is responsible for periodic inspections of fire prevention/control systems, including (but not limited to) portable fire extinguishers, monitoring the fire alarm control panel, battery replacement in smoke detectors (if applicable) and sprinkler head presence/integrity. The facilities staff will notify an area supervisor in the event that there are any concerns with maintenance or damages to fire systems.
EMERGENCY RESPONSE PLAN ACTIVATION

Authority
The Director of Adult Capability & Exploration Center is typically the responsible authority for directing emergency measures at the Capability Adult Capability & Exploration Center, and is provided the authority to activate the Emergency Response Plan. Order of succession:

- Director of Adult Capability & Exploration Center
- Assistant Director of Adult Capability & Exploration Center
- Manager of Adult Capability & Exploration Center

The CTC Supervisor will obtain information on the nature of the incident and assessment of the situation and will make the determination of next steps and assume the role of, or delegate the role of incident commander if the situation warrants. Order of succession:

- Adult Capability & Exploration Center Supervisor
- Manager of Adult Capability & Exploration Center
- Assistant Director of Adult Capability & Exploration Center
- Director of Adult Capability & Exploration Center

Emergency Management Structure
Emergency Management for the Adult Capability & Exploration Center is comprised of the following:

Director/Management
- Director of Adult Capability & Exploration Center
- Assistant Director of Adult Capability & Exploration Center
- Manager of Adult Capability & Exploration Center

Facility Staff
- Adult Capability & Exploration Center Supervisor
- Case Manager

<table>
<thead>
<tr>
<th>Emergency Management Responsibilities</th>
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</thead>
<tbody>
<tr>
<td><strong>EMERGENCY MANAGEMENT</strong></td>
</tr>
<tr>
<td>Director/Management Team</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Provide policy and strategic guidance
Problem solve
Keep stake holders and board members informed
Provide press releases as needed
Provide department focused input as needed
Supplement resources

Upon activation of the ERP for an incident, the management team will report to the scene. The ACEC Supervisor and Case Manager will standby for further support. The incident will be reported and paperwork will be filled cut and sent to Human Resources. DRC will be contacted by the Case Manager as needed.

### On-Site Responsibilities for Evacuation

<table>
<thead>
<tr>
<th>POSITION</th>
<th>RESPONSIBILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACEC Director</td>
<td>• Evacuation Leader.</td>
</tr>
<tr>
<td></td>
<td>• Call 9-1-1.</td>
</tr>
<tr>
<td></td>
<td>• Call Facilities Operator.</td>
</tr>
<tr>
<td></td>
<td>• Supervise occupant/employee evacuation of building.</td>
</tr>
<tr>
<td></td>
<td>• Communicate with ACEC Assistant Director and other Managers/Supervisors.</td>
</tr>
<tr>
<td></td>
<td>• Conduct Report missing occupants and employees to fire department personnel.</td>
</tr>
<tr>
<td></td>
<td>• Provide first aid as qualified.</td>
</tr>
<tr>
<td>ACEC Assistant Director</td>
<td>• Assume ACEC Director duties as listed above when ACEC Director is unavailable.</td>
</tr>
<tr>
<td></td>
<td>• Evacuation Coordinator.</td>
</tr>
<tr>
<td></td>
<td>• Assist ACEC Director with duties.</td>
</tr>
<tr>
<td></td>
<td>• Assist Manager/Supervisors with non-ambulatory evacuation.</td>
</tr>
<tr>
<td></td>
<td>• Provide first aid as qualified.</td>
</tr>
<tr>
<td>ACEC Manager</td>
<td>• Assume ACEC Assistant Director duties as listed above when ACEC Assistant Director is unavailable.</td>
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<td></td>
<td>• Evacuation Coordinator.</td>
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<td></td>
<td>• Assist ACEC Director with duties.</td>
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<td></td>
<td>• Assist Directors/Supervisors with non-ambulatory evacuation.</td>
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<td></td>
<td>• Provide first aid as qualified.</td>
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<tr>
<td>ACEC Supervisor</td>
<td>• Assume ACEC Manager duties as listed above when</td>
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<tr>
<td>ACEC Manager is unavailable.</td>
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<tr>
<td>• Assistant Evacuation Coordinator.</td>
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<tr>
<td>• Evacuate occupants.</td>
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<tr>
<td>• Assist non-ambulatory occupants.</td>
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<tr>
<td>• Direct occupants to the assembly point.</td>
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<tr>
<td>• Communicate with ACEC Director.</td>
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<tr>
<td>• Provide first aid as qualified.</td>
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BUILDING EVACUATION PROCEDURES

The following emergency evacuation procedures have been developed for this facility:

Building Name and Address
Capability Health & Human Services: Adult Capability & Exploration Center

Building Address:
4336 Losee Rd. Ste. 3 Bldg. B
North Las Vegas NV 89030

Outside Assembly Location (see page 13):
- Primary – West side, between the warehouse buildings
- Secondary – East side, in the second parking lot

1. ACEC Director assumes the Evacuation Leader role.
   - Will ensure that staff is aware of the evacuation procedures.
   - Will ensure that staff is aware the primary and secondary evacuation routes and assembly areas.
   - Will designate specific duties for Evacuation Coordinators and Assistant Evacuation Coordinators.
   - Will ensure the plan is carried out by communicating with evacuation coordinators from all programs.

2. Assign Specific Duties. In preparation for evacuations, the ACEC Director will designate personnel for the following duties:
   - Evacuation Coordinators
     These positions will have the responsibility of making certain that all persons within their assigned area have evacuated the building. There should be at least one (1) Assistant Evacuation Coordinator per 20 persons. Assistant Evacuation Coordinators will be assigned by the Evacuation Coordinator and each building may have one or more Evacuation Coordinators.
   - Assistant Evacuation Coordinators
     The Assistant Evacuation Coordinator will be responsible for the evacuation of all persons in their assigned area. Assistant Evacuation Coordinators will communicate with and report to the Evacuation Coordinators the status of evacuation efforts until full evacuation is achieved from all offices and areas.
   - Evacuation Coordinators/Assistants will be responsible to ensure each room/area is checked and that all persons have left. They will have specific responsibilities for:
     - Checking that bathrooms are clear
3. Notification of Emergencies: Occupants will be notified of emergencies by the sounding of the installed fire alarm system or occupants may receive verbal notification of an emergency.

4. Stop all work activities: Staff will direct clients and personnel to evacuate in an orderly manner using the safest route. Staff and clients will walk, not run.

5. Prior to Exiting: A designated staff member will check to ensure primary exit is a safe evacuation route. Determine if secondary exit route is appropriate.
   - Critical Equipment Operation: If the situation allows, CTC equipment/machines should be turned off.

6. Evacuation Routes: During an emergency evacuation, use the nearest door available. All building occupants need to be aware of at least two exit routes in their main building in the event one is compromised. The building has evacuation maps posted throughout the facility for reference (see Evacuation Map on page 13). Staff will direct occupants in their area (CTC floor and office personnel) to evacuate and lead them to evacuation routes.

7. Ensure Route is Safe: Feel doors for heat – don’t open doors that are warm to touch. If you cannot exit due to fire and/or smoke, place items around door openings to prevent smoke from entering. If you must exit through smoke stay low and crawl – the air at floor level is less hot and cleaner.

8. Exit Building

9. Retrieve CTC Attendance Clipboard and Emergency Response Plan: If the situation allows, the ACEC Director or designee (ACEC Supervisor) will retrieve the ACEC Attendance Clipboard and the Emergency Response Plan (ERP) Binder. The ACEC Attendance Clipboard has the daily attendance sheet and contact information. The ERP plan contains critical information that will assist command and control of the incident. It also has a list of building personnel and respective emergency contact information.

10. Ensure Building is Evacuated: The ACEC Director and Evacuation Coordinators will ensure all occupants exit the building. Assigned personnel will:
   - Check that bathrooms are clear
   - Check that offices are clear
   - Check that the break area is clear
   - Assisting anyone who need extra help with exiting

11. Close the Doors: The last person out will close the doors behind them when leaving.
12. **Assembly Area:** After exiting the building, all staff, clients, and visitors should follow the evacuation route to the pre-arranged assembly area. It is important to have both a primary and secondary evacuation point. Determine if another location is more appropriate – see Evacuation Map for exact locations. All groups are to remain together until an "all clear" announcement is made.

13. **Perform a Roll-Call:** The assembly area is the initial location to complete an accounting of building occupants. The Evacuation Coordinators will perform the roll-call then contact the Evacuation Leader (ACEC Director) of roll-call results.
CAPABILITY – ADULT CAPABILITY & EXPLORATION CENTER BUILDING EVACUATION PLAN

In event of an emergency, follow evacuation plan:

DO NOT USE BAY DOORS AS AN EXIT

LOCKDOWN PROCEDURES
One type of emergency that our warehouse may face is a threat posed by an intruder or emergency situation outside the warehouse that prevents the evacuation of clients and staff from the building. In these situations, we should be prepared to take steps to isolate clients, staff and visitors from danger by instituting a lockdown procedure.

A lockdown can serve several functions during an emergency, including the following:
- Removing clients and staff from the threat
- Isolating the dangerous situation from much of the warehouse
- Allowing for an accurate accounting of clients within each room
- Depending on the situation, facilitating an organized evacuation away from the dangerous area.

In general, there are two main lockdown situations:
- **Lockdown with warning**: The threat is outside the campus building.
- **Lockdown with intruder**: The threat or intruder is inside the campus building.

**Lockdown with Warning Procedures**

The following procedures should be followed when the threat is outside of the campus building:

- ACEC Director or other supervisor orders and announces "lockdown with warning." Be direct. DO NOT USE CODES. This announcement should be repeated several times.
  
  **Important:**
  - Special attention should be paid to janitorial duties being performed around the outside of the warehouse
  - Staff must be able to hear the lockdown announcement.
  - An alternate lockdown location must be identified. This location can be indoors or outdoors (if clients can be safely hidden).

- Lock exterior doors.
- Clear hallways, restrooms, and other rooms that cannot be secured.
- Secure and cover windows.
- Move all persons away from the windows.
- Take attendance of clients in each area (warehouse and office).
  - Staff should prepare a list of missing and extra clients in the area.
  - Staff should take this list with them once they are directed to leave the area.
- Control all movement. Disable bells, silence cell phones, etc. Move on announcement only.
- Once the threat has subsided, the ACEC Director of designee announces "all clear."

**Lockdown with Intruder Procedures**

- The following procedures should be followed when the threat or intruder is inside of the warehouse building:
- ACEC Director or supervisor orders and announces "lockdown with intruder." Be direct. DO NOT USE CODES. This announcement should be repeated several times.
- Immediately direct all clients, staff, and visitors into the nearest room or secured space.
- Personnel that are outside of the warehouse and building SHOULD NOT enter the building.
- Move outside activities to the primary evacuation site.
- Lock room doors.
- DO NOT lock exterior doors.
- Move people away from the windows and doors. Keep all clients sitting on the floor, and turn off the lights.
- Staff will take attendance of clients in each area.
  - Staff should prepare a list of missing and extra clients in the area.
  - Staff should prepare to take this list with them once they are directed to leave the area.
- DO NOT respond to anyone at the door until "all clear" is announced.
- Keep out of sight.
- Be prepared to ignore any fire alarm activation, as the warehouse will not be evacuated using this method.
- When or if clients are moved out of the warehouse, assist them in moving as quietly and quickly as possible.
- When the threat is over/the intruder has left the building, the ACEC Director or designee will announce "all clear."
SHELTER-IN-PLACE

"Shelter-in-place" means to take immediate shelter where you are. It may also mean "seal the room," in other words, take steps to prevent outside air from coming in. This is because local authorities may instruct you to "shelter-in-place" if chemical or radiological contaminants are released into the environment. It is important to listen to TV or radio to understand whether the authorities wish you to merely remain indoors or to take additional steps to protect yourself and your family.

Notification to Shelter-in-Place

- Receive notification from Facilities or other external departments.
- Emergency Alert System (EAS) broadcasts on the radio or television.
- Outdoor warning sirens or horns.
- News media sources - radio, television and cable.
- NOAA Weather Radio alerts.
- Residential route alerting - messages announced to neighborhoods from vehicles equipped with public address systems.

Shelter-in-Place Procedures

- ACEC Director or supervisor orders and announces “Shelter-in-Place.” Be direct. DO NOT USE CODES. This announcement should be repeated several times.

- The ACEC Director or designee will:
  - Warn anyone outside to enter the building immediately.
  - Move clients and staff to the administration area.
  - Ensure exterior doors, roll-up doors, and windows and closed.
  - Turn off HVAC units, restroom fans, and shredder machine air filtration units.
  - Direct clients and staff to stay away from the windows.
  - Seal doors and windows as directed. Be prepared to improvise and use what you have on hand to seal gaps so that you create a barrier between yourself and any contamination (emergency supply kit)
HAZARD SUMMARY

Clark County Nevada is subject to a variety of natural and technological manmade hazards. Hazard assessment information was obtained from Clark County’s Emergency Management Plan, Basic Plan. Additional hazards were included that directly relate to the population that Capability serves. The primary hazards, listed alphabetically, are:

Natural Hazards:
- Earthquake
- Epidemic
- Floods
- Severe Heat
- Severe Storms/Winds

Technological Hazards:
- Abduction/Missing Person/Runner
- Active Shooter
- Bomb Threats
- Civil Disturbance
- Cyber terrorism/Attacks/Viruses (IT Department Responsibility)
- Electrical Power Failure
- Explosions
- Fire
- Hazardous Materials
- Loss of Information and Data (IT Departments Responsibility)
- Medical Emergencies
- Natural Gas Leaks and Pipeline Breaks
ABDUCTION/MISSING PERSON/RUNNER
If an individual is missing, abducted, or a “runner,” from an assigned area, the following steps must be taken:

- A staff member will immediately notify the ACEC Director and the Case Manager.
- The ACEC Director or designee will obtain pertinent information from the staff members and other sources associated with the incident:
  - Individual’s name and corresponding service provider.
  - Description of individual and the clothing being worn.
  - Area last known to be in attendance.
  - Possible whereabouts of the individual
  - Direction client was heading
  - Any possible issues (behavior, etc.) associated with the individual
- A search of the building and/or surrounding area will be coordinated by the ACEC Director or designee. CTC staff, along with any available staff, will conduct the search. Additional support will be called upon as required.
  - Staff to client ratios for each department must be maintained during the search.
  - Clients will not be involved in the search process.
- If the client is not located after a search of the building and/or surrounding area, the Case Manager or designee will immediately notify:
  - Parent, guardian or group home
  - Metro Police Department
  - Desert Regional Center (DRC)
    - Work Hours: 702-486-6200
    - After Hours Emergency Line: 702-423-5473
  - Case Manager will locate a recent photograph of the individual and a background information sheet.
    - Staff in the community may keep the most recent photos of their individuals on their work cell phone for this purpose only
  - Community Training Services will document incident information and all the actions taken during the event. A formal Incident Report will be developed and submitted as appropriate by staff involved.
ACTIVE SHOOTER

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

BEFORE A SHOOTING:

All staff and individuals must continually be vigilant to the risk of violence around the warehouse and surrounding area. Everyone is urged to be aware of:

- Unusually aggressive, odd, or scary behavior of coworker(s) or visitor(s).
- Threats of violence or retribution, either serious or said jokingly.
- Co-worker(s) or individual(s) who are distraught or suicidal.
- Overheard comments or rumors of some kind of planned or intended violence.
- Individuals or groups that have a history or suggestive behavior of violence.
- Fights or other acts of violence within or around the warehouse.
- Presence of guns, other weapons, suspicious objects.

Notify ACEC Director and/or management immediately of your suspicions or observations. ACEC Director and/or management will notify the appropriate authorities. If you feel imminent harm is possible, contact the police first then contact management.

Good practices for coping with an active shooter situation:

- Be aware of your environment and any possible dangers.
- Take note of the two nearest exits in any facility you visit.
- If you are in an office, stay there and secure the door.
- If you are in a hallway, get into a room and secure the door.
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.

- CALL 911 WHEN IT IS SAFE TO DO SO!

Active shooter threat recognition

The better first responders and staff personnel are able to discern threats and react swiftly, the more lives can be saved. This is particularly true in an active shooter situation at a campus where many innocent lives are at risk in such a concentrated space.
During an active shooter situation, the natural human reaction, even if you are highly trained, is to be startled, feel fear and anxiety, and even experience initial disbelief and denial. You can expect to hear noise from alarms, gunfire and explosions, and people shouting and screaming. Attempt to remain calm, and to calm those around you, while keeping yourself safe.

- Personnel in the immediate threat area may be alerted to the threat from hearing gunshots, explosions, and/or loud voices.
- Personnel outside the immediate area may be alerted in the same manner or via radio or phone.
- In the event of an Active Shooter incident, warn other individuals to take immediate action.

In an active shooter situation, all involved persons should quickly determine the most reasonable way to protect their own lives. There are three basic options: evacuate, hide out, or take action. You can evacuate by running away from the shooter, seek a secure place where you can hide and/or deny the shooter access, or take action by incapacitating the shooter to survive and protect others from harm.

Recommended actions, in order, are:

- **Evacuate**: If there is an accessible escape path, attempt to evacuate the premises.
- **Hide out**: If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.
- **Take action**: As a last resort, and if your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter.

Note: Training provides the means to regain your composure, recall at least some of what you have learned, and commit to action. Training is important to enable you to react appropriately if confronted with an active shooter situation. As these situations evolve quickly, quick decisions could mean the difference between life and death. If you are in harm’s way, you will need to decide rapidly what the safest course of action is based on the scenario that is unfolding.

**HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY**

Quickly determine the most reasonable way to protect your own life. Remember that individuals and visitors are likely to follow the lead of employees and managers during an active shooter situation.

**Evacuate.** If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

1. Have an escape route and plan in mind (see evacuation map)
2. Evacuate regardless of whether others agree to follow
3. Leave your belongings behind
4. Help others escape, if possible
5. Prevent individuals from entering an area where the active shooter may be
6. Keep your hands visible
7. Follow the instructions of any police officers
8. Do not attempt to move wounded people
9. Call 911 when you are safe

**Hide out.** If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

1. Be out of the active shooter’s view
2. Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
3. Do not trap yourself or restrict your options for movement
4. To prevent an active shooter from entering your hiding place:
   - Lock the door
   - Blockade the door with heavy furniture
5. Move away from windows. Close open windows and cover them.

**If the active shooter is nearby:**

1. Lock the door(s) (see building floor plan with designated lockdown points)
2. Silence your cell phone and/or pager
3. Turn off any source of noise (i.e., radios, televisions)
4. Hide behind large items that provide cover from small arms fire (i.e., cabinets, desks)
5. Remain quiet

**If evacuation and hiding out are not possible:**

1. Remain calm
2. Dial 911, if possible, to alert police to the active shooter’s location
3. If you cannot speak, leave the line open and allow the dispatcher to listen

**Take action against the active shooter.** As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

1. Acting as aggressively as possible against him/her
2. Throwing items and improvising weapons
3. Yelling
4. Committing to your actions

**HOW TO RESPOND WHEN LAW ENFORCEMENT ARRIVES**

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

1. Officers usually arrive in teams
2. Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
3. Officers may be armed with rifles, shotguns, handguns
4. Officers may use pepper spray or tear gas to control the situation
5. Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:
1. Remain calm and follow officers’ instructions
2. Put down any items in your hands (i.e., bags, jackets)
3. Immediately raise hands and spread fingers
4. Keep hands visible at all times
5. Avoid making quick movements toward officers such as holding on to them for safety
6. Avoid pointing, screaming and/or yelling
7. Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:
1. Location of the active shooter
2. Number of shooters, if more than one
3. Physical description of shooter/s
4. Number and type of weapons held by the shooter/s
5. Number of potential victims at the location

Notes: The first officers to arrive on the scene will most likely not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.
BOMB THREAT

1. Stay calm.
2. If your phone has Caller ID, record the number displayed.
3. Gain the attention of someone else close-by, point to this information, and have that person call 911 from any other campus or cell phone. This call should be made out of hearing range from the caller.
4. Try to keep the caller on the phone long enough to complete the FBI Bomb Threat Call Checklist, located on the next page.
5. Work with arriving emergency personnel to assist them in evaluating the situation.
6. Assist emergency responders with a search of the area if requested and approved by Capability ACEC management.
7. Provide for an orderly evacuation ONLY when ordered by emergency personnel.
8. Do NOT sound the evacuation alarm or evacuate the building unless told to do so by Evacuation Leader.
9. If ordered to evacuate, proceed to safe assembly locations. Do NOT return to an evacuated building unless told to do so by the Evacuation Leader.
FBI BOMB PROGRAM
BOMB THREAT CALL CHECKLIST

Questions to Ask:
1. When is bomb going to explode?
2. Where is it right now?
3. What does it look like?
4. What kind of bomb is it?
5. What will cause it to explode?
6. Did you place the bomb?
7. Why?
8. What is your address?
9. What is your name?

Exact Wording of the Threat:

Sex of caller ________ Age ________ Race ________ Length of call ________

BOMB THREAT QUESTIONNAIRE:
CALLER’S VOICE:
____ Calm ______ Laughing _______ Lisp _______ Disguised
____ Angry ______ Crying _______ Raspy _______ Accent
____ Excited ______ Normal _______ Deep _______ Familiar
____ Slow _______ Distinct _______ Ragged _______ If voice is familiar
____ Rapid _______ Slurred _______ Clearing throat _______ who did it sound like?
____ Soft _______ Nasal _______ Deep breathing _______
____ Loud _______ Stutter _______ Cracking voice _______

BACKGROUND SOUNDS:
____ Street noises ______ Motor _______ Machinery _______ Long distance
____ Crockery _______ Office machinery _______ Clear _______ Animal noises
____ Voices booth _______ PA system _______ Static _______ Music
____ House noises _______ Factory _______ Local _______
Other ________

THREAT LANGUAGE:
____ Well spoken (educated) _______ Foul _______ Incoherent
____ Irrational _______ Taped _______ Message read by threat maker
Remarks:

________________________________________________________________________
________________________________________________________________________

Report call immediately to __________________________ Phone number __________

________________________________________________________________________

Fill out completely, immediately after bomb threat Date: / /
Phone number: __________________________
Name: __________________________ Position __________________________
CIVIL DISTURBANCE AND ASSaults

Civil Disturbance
Civil disturbances include riots, demonstrations, threatening individuals, crimes in progress, or assemblies that have become significantly disruptive.

- Call 911
- Avoid provoking or obstructing demonstrators.
- Secure your area (lock doors, safes, files, vital records, and expensive equipment) and keep your group together; remain calm.
- Avoid area of disturbance.
- Continue with normal routines as much as possible.
- If the disturbance is outside, stay away from doors or windows. STAY INSIDE!
- Prepare for evacuation or relocation; practice evacuating the building(s) regularly so that you are familiar with your surroundings.

Stalking
- Call 911 and seek the safety of others. Notify Supervisor and/or Management when it is safe to do so.
- Do not confront alleged stalker.
- Take note of physical characteristics and other identifiers that you can report to the Police Department.

Assault
- Call 911.
- Remain with victim until emergency assistance arrives provided it is safe to do so.
EARTHQUAKE

During an earthquake:
1. Do not rush outside; move away from windows and outside walls.
2. Get under sturdy furniture or surface and hold on; if it moves, move with it. Protect your head with your arms. Do not attempt to restrain falling objects unless they endanger your life.
3. Hold your position until the shaking stops.
4. Call 9-1-1 only if emergency assistance is required.

After an earthquake:
1. When the shaking stops, move cautiously and observe your surroundings for hazardous situations as you leave the building.
2. DO NOT use elevators.
3. Proceed to safe assembly locations as identified in the BUILDING EVACUATION PROCEDURE/BUILDING MAP section.
4. If outdoors, move into an open area away from overhangs, power lines, trees and all large or tall structures.
5. Do not use landline or mobile telephones except for genuine emergency calls.
6. Report missing persons and ruptured utilities to emergency personnel immediately.
7. Long delays for emergency assistance can be expected after a serious quake.
8. Do not return to an evacuated building unless directed to do so by authorities.
ELECTRICAL POWER OUTAGE

1. During all power shortages and outages, floor work, offices/administrative work areas shall carry on unless specifically directed otherwise by management.
   - The ACEC Director will coordinate if and when to call for the cancellation of activities, evacuation of buildings and orderly shut-down of administrative and computer network systems at a time deemed appropriate given the information at hand.

2. To report a localized power outage (DO NOT call 9-1-1):
   - Regular Work Hours: Contact Facilities Operator at (702) 712-6639
   - Facilities will contact NV Energy – Outage/Emergencies at (702) 402-2900

3. If directed to evacuate buildings:
   - Turn off or unplug electronic equipment and appliances that were in use (computers, air conditioners, portable heaters) and turn off most lights; this will help prevent electrical overload when power returns.
   - Secure all vital equipment, records, experiments, and hazardous materials if safe to do so.
   - Use clear safe escape routes and exits and proceed to safe assembly locations as identified in the BUILDING EVACUATION PROCEDURE/BUILDING MAP section.
   - Assist persons requiring evacuation assistance to designated areas for evacuation assistance.

4. Do not return to evacuated buildings until directed to do so by authorities.
EXPLOSIONS

In event that an explosion is possible or during an explosion:

- Get under a sturdy table or desk if things are falling around you. When they stop falling, leave quickly, watching for visibly weakened floors. As you exit from the building, be especially watchful of falling debris.
- Evacuate the building per Building Evacuation Procedures (see page 10). Stay low if there is smoke. Do not stop to retrieve personal possessions or make phone calls.
- Check for fire and other hazards.
- Once you are out, do not stand in front of windows, glass doors or other potentially hazardous areas.
- Move away from sidewalks or streets to be used by emergency officials or others still exiting the building.
- If you are trapped in debris, use a flashlight, if possible, to signal your location to rescuers.
- Tap on a pipe or wall so rescuers can hear where you are.
- If possible, use a whistle to signal rescuers.
- Shout only as a last resort. Shouting can cause a person to inhale dangerous amounts of dust.
- Avoid unnecessary movement so you don’t kick up dust.
- Cover your nose and mouth with anything you have on hand. (Dense-weave cotton material can act as a good filter. Try to breathe through the material.)
FIRE AND SMOKE CONDITIONS

Fire Protection System
See Page 5

List of major fire hazards associated with the normal use and occupancy of the building:
See Page 6

Fire Response Evacuation Procedures for Building Occupants
See Building Evacuation Procedures, Page 10

Procedures for employees who must remain to operate critical equipment before evacuating:
All employees, vendors, and guest must evacuate the building. NO ONE is to remain inside.

Small Fires
Do not attempt to put out a fire yourself, unless it is a very small fire. The fire extinguishers are
limited in their capacity and do not last very long. It is best to get out, call the Fire Department,
and ensure all employees, guests, and visitors are out of the building.

Fire Extinguishers
Use the P-A-S-S procedure:
P - Pull the pin located in the extinguisher handle.
A - Aim the nozzle, horn, or hose at the base of the fire, standing about 8 feet away.
S - Squeeze or press the handles together.
S - Sweep from side to side at the base of the fire until it is out.
If you are not quickly able to extinguish the fire, treat as a Large Fire above.

If Clothing Catches Fire
• If your clothing is on fire, STOP, DROP to the floor and ROLL.
• If a co-worker’s clothing catches fire, knock them to the floor and roll them or use a fire
  blanket to smother the flames. Do not wrap a fire blanket around an individual who is
  standing, or a chimney effect could be created, leading to burns on the face.

If Caught In Smoke
• Do not breathe the smoke!
• Drop to your knees and crawl to the closest safe exit.
• Breathe through your nose, and use a shirt or towel to breathe through, if possible.

If Trapped In a Building
• Close all doors and windows.
• Wet and place cloth material around and under the door to prevent smoke from entering.
• Attempt to signal people outside of the building. Call for help using a telephone or cell
  phone.
FLOOD

Management is the only point of contact to determine if evacuation is needed in case of flooding. Because flooding water can sweep cars away and knock people off their feet, evacuating during a flood can be very dangerous.

When a Flood is Imminent

- Listen to a local radio station or check online local weather for emergency instructions.
- Be ready to evacuate, know your evacuation routes.
- Pre-stage sandbags to the front entrance; construct a small dam to redirect possible flood waters away from the entrance.
- Secure vital equipment, records, and hazardous materials by moving to higher, safer ground.
- If instructed by management, shut off all non-essential electrical equipment. Do not touch electrical equipment if wet.
- Avoid standing in flood water due to the threat of electrocution.

Once you receive notice to evacuate:

- Move all personnel to a safe area; move immediately to higher ground, away from the area in danger.
- Locate those persons with special needs, and provide assistance if possible.
- Otherwise, provide their location to Emergency Responders.
- If you evacuated a building, DO NOT return to the building until instructed to do so by management.
- Notify Facilities Operator as soon as possible.

During a Flood

- Seek higher ground, do not wait for instructions.
  - Assist individuals and personnel with special needs.
- Do not move through moving water. Six (6) inches of moving water can knock you off your feet. If you have to walk through water, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you.
- Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground, when water is not moving or not more than a few inches deep. You and the vehicle can be swept away quickly. If your vehicle is trapped in rapidly moving water, stay in the vehicle. If the water is rising inside the vehicle, seek refuge on the roof.

After a Flood

- Use local alerts and warning systems to get information and expert informed advice as soon as available.
- Avoid moving water.
Adult Capability & Exploration Center Emergency Response Plan

- Stay away from damaged areas unless your assistance has been specifically requested by police, fire, or relief organization.
- Stay away from flood water - do not attempt to swim, walk or drive through the area.
- Be aware of areas where water has receded. Roadways may have weakened and could collapse.
- Avoid downed power lines and muddy waters where power lines may have fallen.
- Emergency workers will be assisting people in flooded areas. You can help them by staying off the roads and out of the way.
- Play it safe. Additional flooding or flash floods can occur. Listen for local warnings and information. If your car stalls in rapidly rising waters, get out immediately and climb to higher ground.
- Return home only when authorities indicate it is safe.
- Roads may still be closed because they have been damaged or are covered by water. Barricades have been placed for your protection. If you come upon a barricade or a flooded road, go another way.
- If you must walk or drive in areas that have been flooded.
- Stay on firm ground. Moving water only 6 inches deep can sweep you off your feet. Standing water may be electrically charged from underground or downed power lines.
- Flooding may have caused familiar places to change. Floodwaters often erode roads and walkways. Flood debris may hide animals and broken bottles, and it’s also slippery. Avoid walking or driving through it.
- Be aware of areas where floodwaters have receded. Roads may have weakened and could collapse under the weight of a car.
- Stay out of any building if it is surrounded by floodwaters.
- Use extreme caution when entering buildings; there may be hidden damage, particularly in foundations.

Staying Healthy
A flood can cause physical hazards and emotional stress. You need to look after yourself and your family as you focus on cleanup and repair.
- Avoid floodwaters; water may be contaminated by oil, gasoline or raw sewage.
- Service damaged septic tanks, cesspools, pits and leaching systems as soon as possible. Damaged sewer systems are serious health hazards.
- Listen for news reports to learn whether the community’s water supply is safe to drink
- Clean and disinfect everything that got wet. Mud left from floodwaters can contain sewage and chemicals.
- Rest often and eat well.
- Keep a manageable schedule. Make a list and do jobs one at a time.
- Discuss your concerns with others and seek help. Contact Red Cross for information on emotional support available in your area.
HAZARDOUS MATERIAL INCIDENT

Listen to local radio or television stations for detailed information and instructions. Follow the instructions carefully. You should stay away from the area to minimize the risk of contamination. Remember that some toxic chemicals are odorless.

- Notify 9-1-1 and the Facilities Operator when staff has been made aware that an incident has occurred. Note that the Facilities Operator may be the first to make contact with the warehouse.

<table>
<thead>
<tr>
<th>IF YOU ARE:</th>
<th>THEN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asked to Evacuate</td>
<td>Do so immediately and remain calm.</td>
</tr>
<tr>
<td></td>
<td>Stay tuned to a radio or television for information on evacuation routes, temporary</td>
</tr>
<tr>
<td></td>
<td>shelters, and procedures.</td>
</tr>
<tr>
<td></td>
<td>Follow the routes recommended by the authorities—shortcuts may not be safe. Leave</td>
</tr>
<tr>
<td></td>
<td>at once.</td>
</tr>
<tr>
<td></td>
<td>If you have time, minimize contamination in the house by closing all windows, shutting</td>
</tr>
<tr>
<td></td>
<td>all vents, and turning off attic fans.</td>
</tr>
<tr>
<td></td>
<td>Take pre-assembled disaster supplies.</td>
</tr>
<tr>
<td></td>
<td>Remember to help your neighbors who may require special assistance—infants, elderly</td>
</tr>
<tr>
<td></td>
<td>people and people with access and functional needs.</td>
</tr>
<tr>
<td>Caught Outside</td>
<td>Stay upstream, uphill, and upwind! In general, try to go at least one-half mile (usually</td>
</tr>
<tr>
<td></td>
<td>8-10 city blocks) from the danger area. Move away from the accident scene and help</td>
</tr>
<tr>
<td></td>
<td>keep others away.</td>
</tr>
<tr>
<td></td>
<td>Do not walk into or touch any spilled liquids, airborne mists, or condensed solid</td>
</tr>
<tr>
<td></td>
<td>chemical deposits. Try not to inhale gases, fumes and smoke. If possible, cover mouth</td>
</tr>
<tr>
<td></td>
<td>with a cloth while leaving the area.</td>
</tr>
<tr>
<td></td>
<td>Stay away from accident victims until the hazardous material has been identified</td>
</tr>
<tr>
<td>In a Motor Vehicle</td>
<td>Stop and seek shelter in a permanent building. If you must remain in your car, keep car</td>
</tr>
<tr>
<td></td>
<td>windows and vents closed and shut off the air conditioner and heater.</td>
</tr>
<tr>
<td>Requested to Stay Indoors</td>
<td>Close and lock all exterior doors and windows.</td>
</tr>
</tbody>
</table>
Close vents, fireplace dampers, and as many interior doors as possible.

Turn off air conditioners and ventilation systems. In large buildings, set ventilation systems to 100 percent recirculation so that no outside air is drawn into the building. If this is not possible, ventilation systems should be turned off.

Go into the pre-selected shelter room. This room should be above ground and have the fewest openings to the outside.

Seal gaps under doorways and windows with wet towels or plastic sheeting and duct tape.

Seal gaps around window and air conditioning units, bathroom and kitchen exhaust fans, and stove and dryer vents with duct tape and plastic sheeting, wax paper or aluminum wrap.

Use material to fill cracks and holes in the room, such as those around pipes.

If gas or vapors could have entered the building, take shallow breaths through a cloth or a towel. Avoid eating or drinking any food or water that may be contaminated.
MEDICAL EMERGENCIES

Call 9-1-1 from any Office/Warehouse Phone

- Give the 9-1-1 dispatcher as much information as possible about the injury or illness and the location of the victim to include:
  - Building Name
  - Address
  - Office and floor number
  - Condition of the ill or injured person
  - Any dangerous conditions
- Unless trained, do not attempt to render first aid before assistance arrives
  - DO NOT attempt to move a seriously injured person
  - Protect yourself from blood or body fluid exposures
- Attempt to obtain the following information from the ill or injured person:
  - Name
  - Description of symptoms
  - Allergies
  - Medications
  - Major medical history
- Remain with the person until the police or emergency medical personnel arrive and attempt to keep them calm if they are conscious
  - Have someone standby outside of your building to direct emergency responders to the person requiring attention
  - If the injured person is a CHHS employee, contact their supervisor as soon as possible. Manager will ensure proper medical paperwork is completed to include incident reports.

American Heart Association Reference

- http://www.heart.org/HEARTORG/
NATURAL GAS LEAKS AND PIPELINE BREAKS

The ACEC Director or designee will listen for updates from local officials, the Facilities Operator or other sources of news. ACEC management or designee(s) will ensure that individuals and staff adhere to the following procedures:

- Confine any fire or fumes to the extent possible (close off any doors to the affected area that you can safely do so). This will help limit the impact of the leak or fire.
- If you suspect there is a leak of an explosive gas (i.e. natural gas), **DO NOT** use cell phones, elevators, fire alarm pulls, flashlights or other devices capable of producing static electricity, sparks, electric arcs or open flames.
- When ordered to evacuate, follow Building Evacuation Procedures (see page 10)
- **Move at least 200 feet upwind from the gas leak** into an area where you cannot smell the gas.
- **When in a safe location, call 9-1-1** to report the situation; provide your location and the location of the odor to the dispatcher.
- Leave all ventilation systems operating unless instructed otherwise by emergency responders.
- **DO NOT** return to an evacuated building unless directed to do so by authorities.
SEVERE HEAT

What you should do if the weather is extremely hot:

The ACEC Director or designee will listen for updates from local officials, the Facilities Operator or other sources of news. ACEC management or designee(s) will ensure that individuals and staff adhere to the following procedures:

- Listen to NOAA Weather Radio for critical updates from the National Weather Service (NWS).
- Never leave individuals alone in closed vehicles.
- Stay indoors as much as possible and limit exposure to the sun.
- Stay on the lowest floor out of the sunshine if air conditioning is not available.
- Postpone outdoor activities.
- Consider spending the warmest part of the day in public buildings such as libraries, schools, movie theaters, shopping malls, and other community facilities. Circulating air can cool the body by increasing the perspiration rate of evaporation.
- Eat well-balanced, light, and regular meals. Avoid using salt tablets unless directed to do so by a physician.
- Drink plenty of water; even if you do not feel thirsty. Avoid drinks with caffeine. Persons who have epilepsy or heart, kidney, or liver disease; are on fluid-restricted diets; or have a problem with fluid retention should consult a doctor before increasing liquid intake.
- Dress in loose-fitting, lightweight, and light-colored clothes that cover as much skin as possible. Avoid dark colors because they absorb the sun’s rays.
- Protect face and head by wearing a wide-brimmed hat.
- Avoid strenuous work during the warmest part of the day. Use a buddy system when working in extreme heat, and take frequent breaks.
- Avoid extreme temperature changes.
- Keep outside doors closed, i.e. roll-up doors and dock doors.
SEVERE STORMS

During Thunderstorms and Lightning

The ACEC Director or designee will listen for updates from local officials, the Facilities Operator or other sources of news. ACEC management or designee(s) will ensure that individuals and staff adhere to the following procedures:

- Avoid contact with corded phones and devices including those plugged into electric for recharging. Cordless and wireless phones not connected to wall outlets are OK to use.
- Avoid contact with electrical equipment or cords. Unplug appliances and other electrical items such as computers and turn off air conditioners. Power surges from lightning can cause serious damage.
- Avoid contact with plumbing. Do not wash your hands. Plumbing and bathroom fixtures can conduct electricity.
- Stay away from windows and doors.
- Do not lie on concrete floors and do not lean against concrete walls.
- Avoid natural lightning rods such as a tall, isolated tree in an open area.
- Take shelter in a sturdy building. Avoid isolated sheds or other small structures in open areas.
- Avoid contact with anything metal – vehicles, etc.
- If you are driving, try to safely exit the roadway and park. Stay in the vehicle and turn on the emergency flashers until the heavy rain ends. Avoid touching metal or other surfaces that conduct electricity in and outside the vehicle.
APPENDIX A

Incident Report

See Next Page
Developmental Services
INITIAL INCIDENT REPORT
Desert Regional Center

Incident Type: □ Person Served □ Other Person □ Other incident (e.g., fire, disaster) □ DS L.R Number:

Incident Date: Responsible Provider/Agency

Time of Incident or discovery: Date Report Received:

Report Date: DS S.O.R. Number:

Service Coordinator:

People Involved/Witnesses: I=Involved in Incident W=Witness to Incident

<table>
<thead>
<tr>
<th>Name</th>
<th>Involved/ Witness</th>
<th>Role—Check one box per person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Person:</td>
<td>Involved</td>
<td>□ Person Served Case #</td>
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<tr>
<td></td>
<td></td>
<td>□ Person Served Case #</td>
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<tr>
<td></td>
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<td>□ Person Served Case #</td>
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<td>□ Person Served Case #</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Person Served Case #</td>
</tr>
</tbody>
</table>

FOR PRIMARY PERSON ONLY: Type of services person is receiving (check all that apply):

Living: □ Supported Living Arrangement (SLA) □ Intensive SLA □ Family Support Arrangement □ Host Home
□ Respite □ ICF State □ ICF Private

JDT (Jobs & Day Training): □ JDT □ Enclave □ Job

□ Service Coordination Only
□ Other

Description of Event: Be complete and concise
INCIDENT RECORDING AND INFORMATION

1. ☐ Missing Person Report

2. ☐ Injury (check all that apply)
   Type: (Describe on page 3)
   ☐ Abrasion or cut
   ☐ Bruise
   ☐ Bite
   ☐ Burn
   ☐ Head impact
   ☐ Choking
   ☐ Fracture or sprain
   ☐ Puncture
   ☐ Swelling or edema
   ☐ Pain (no visible injury)
   ☐ Poison
   ☐ Other:
   Cause of injury:
   ☐ Medication (Complete Other Medical section)
   ☐ Seizure
   ☐ Assault
   ☐ Fall
   ☐ Equipment
   ☐ Medical procedure
   ☐ Vehicle accident (complete that section)
   ☐ Self-inflicted
   ☐ Unknown origin
   ☐ Other:

   Who caused injury?
   ☐ Self - (SIB)
   ☐ Self – accident
   ☐ Other person served
   ☐ Family member
   ☐ Staff member
   ☐ Other (describe):
   ☐ Unknown

   Was a nurse notified?
   ☐ Yes ☐ No ☐ Unknown

   Was medical treatment required?
   ☐ Yes ☐ No ☐ Unknown
   If yes, describe below in Medical

3. ☐ Unplanned Hospitalization (check all that apply)
   ☐ Medical condition ☐ Psychiatric condition
   Specify reason for hospitalization Hip injury
   ☐ E.R. Not admitted ☐ Admitted

4. ☐ Aggression or inappropriate interactions between people receiving services (check all that apply)
   ☐ Physical ☐ Verbal ☐ Sexual ☐ Financial/Property ☐ Other (specify):
   Injury (if yes, complete injury section of report):
   ☐ Charges filed or Police Involvement (Complete Unlawful/Poision section)

5. ☐ Is there a concern of abuse/neglect/exploitation or improper treatment?
   If yes, describe:

6. ☐ Vehicle Accident: Check all that apply
   ☐ Public Transportation ☐ Provider Vehicle ☐ Private Vehicle ☐ State Vehicle

7. Medical
   7a. ☐ Medical
      ☐ Adverse reaction (details below)
      ☐ Missed Medical Appointment (details below)
      ☐ Missed Medication—Person refused medication
      ☐ Medical Treatment Provided (from Injury section Details below)
      ☐ Other (details below)

   7b. ☐ Medication Error (check all that apply)
      Medication(s) involved
      ☐ Missed medication ☐ Wrong medication ☐ Wrong dose ☐ Wrong Person
      ☐ Wrong time ☐ Wrong Route (Oral, IM, Topical)
      ☐ Other (specify):
      Date/Time error occurred:    Date/Time error discovered:
      ☐ Physician notified Date/Time
      Effects of medication error:

7a/7b: Details/Nursing comments:

Signature/Date: ________________________________
8. Possible Unlawful Behavior/Police Involvement (check all that apply)
   - Assault
   - Theft
   - Property Destruction/Damage
   - Personal Property
   - Property of other person
     Describe damage: □ Domestic Violence
   - Disturbance
   - Other: (specify)
   Were the police involved or notified? □ Yes □ No
   Was the person arrested? □ Yes □ No

Victim:
   - Family Member
   - Other (describe):
   - Person Served
   - Unknown
   - Staff Member
   - NONE

9. Death: Cause of Death:
   - Unknown
   - Due to injury or illness (complete that section)
   - Suicide

10. Other: Describe

11. Notification/Reviews: DS Agency must be notified by telephone immediately for all incidents involving potential abuse, neglect or serious injury and the incident report submitted within one working day.

| ADSD | □ | Family | □ | Guardian | □ | Service Coordinator | □ | Police/911 | □ | HCOC | □ | Aging Services | □ | CPS | □ | Coroner | □ |

| Shift Supervisor/Supervisor | □ | Nurse | □ | Agency Admin | □ |

<table>
<thead>
<tr>
<th>Person you spoke to or notified:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Actions</th>
<th>Pharmacist Consultation</th>
<th>Counseling</th>
<th>□</th>
<th>HRC Review</th>
<th>□</th>
<th>Denial of Rights Submitted</th>
<th>□</th>
<th>Emergency Respite</th>
<th>□</th>
<th>Psychological consultation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taken to</td>
<td>Nurse Consultation</td>
<td>Psychiatric Consultation</td>
<td>□</td>
<td>Functional Assessment</td>
<td>□</td>
<td>PBS Team Formed</td>
<td>□</td>
<td>Other: Describe above</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Protect and</td>
<td>Doctor Consultation</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>Reduce Risk:</td>
<td>ER Treatment</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Adjustment to ISP</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reporters’s Signature and Title __________________________ TYPE Reporter’s Name and Title

For Agency Use Only

12. Service Coordinator/Program Coordinator Use

□ Abuse/Neglect/Exploitation—Alleged or Suspected
   Type of Abuse: □ Emotion or verbal □ Physical □ Sexual
   Type of Neglect: □ Medical □ Physical
   Type of Exploitation: □ Financial □ Other (specify):
   Alleged Perpetrator:
   □ Family member □ Staff member □ Unknown □ Other (describe):
**Follow-up/Supervisor Comments:** Provide additional comments that will help to clarify the nature of the incident, any events or factors associated with the incident, and actions that have already been taken to provide protection and reduce risk.

Has there been Media Inquires or Involvement about the incident?  ☐ Yes  ☐ No  If yes, describe above.

☐ DS S.O.R. Required
Date DS SOR filed

**14. Review and signature:**

<table>
<thead>
<tr>
<th>Service Coordinator:</th>
<th>Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Community/Residential Director:</td>
<td>(or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency QA</td>
<td>(or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential DON:</td>
<td>(or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Administrator:</td>
<td>(or designee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agency Q.A. Use Only

Follow Up Required:  ☐ Yes  ☐ No  Details:

Date Follow up due: ____________________

Agency Investigation Assigned:  ☐ Yes  ☐ No

ADSD Investigation Assigned:  ☐ Yes  ☐ No

Date Assigned: ____________________

Persons assigned: ____________________

Date Closed: ____________________
APPENDIX B

Emergency Management Resources

Clark County Emergency Management
- Home Web Site: http://www.clarkcountynv.gov/DEPTS/FIRE/OEM/Pages/default.aspx

Federal Emergency Management Agency (FEMA)
- https://www.fema.gov/

Central Disease Control (CDC)
- http://www.cdc.gov/
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kaechgor Insurance
9555 Hillwood Drive Suite 140
Las Vegas, NV 89134

CONTACT
NAME: [Redacted]
PHONE (ALC No. Ext): [Redacted]
FAX (ALC No. Ext): [Redacted]
MAIL ADDRESS: [Redacted]

INSURED
Capability Health and Human Services
7261 W Charleston Blvd
Las Vegas, NV 89117

INSURER(S) AFFORDING COVERAGE
NAICS
INSURER A: Philadelphia Indemnity
18058

COVERAGES
CERTIFICATE NUMBER:

COVERAGE:
INSECT TYPE OF INSURANCE ADDL INSURED W/O/G POLICY NUMBER DED PER ID PROJ LOC POLICY SDF PER OCCURE LIMITS

A
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
X
OCUR
X
PHPK1982769
5/15/2019
5/15/2020
1,000,000 $

Deductible
$100,000

BODILY INJURY (Per person)
$1,000,000

PROPERTY DAMAGE (Per accident)
$3,000,000

COMBINED SINGLE LIMIT (Ps & O), $0

C
AUTOMOBILE LIABILITY
ANY AUTO
OWNED
SCHEDULED AUTO
NON-OWNED

PHPK1982769
5/16/2019
5/15/2020
1,000,000

Deductible
$0

BODILY INJURY (Per person)
$1,000,000

PROPERTY DAMAGE (Per accident)
$3,000,000

Umbrella Liability
EXCESS LIAB
X
OCUR
X
PHUJB97278
5/16/2019
5/16/2020
10,000

Deductible
$0

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required).

Re: Contract 19-14-5-2; Project Title: RTC Community Mobility Project - Job Access Reverse Commute
Regional Transportation Commission of Southern Nevada, its officers, employees and agents are included as additional insured in regards to general liability per attached form PI-GLD-HS (10/11), as required by written contract, subject to policy terms and conditions. Coverage is primary and non-contributory per attached form PI-GLD-HS (10/11).

CERTIFICATE HOLDER

Regional Transportation Commission of Southern Nevada
1080 E Lake Mead Blvd, 3rd Fl
Las Vegas, NV 89101

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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March 31, 2020

Regional Transportation Commission
600 S. Grand Central Parkway, #350
Las Vegas, NV  89106

Dear Regional Transportation Commission,

Capability Health & Human Services (Capability Health) appreciates the opportunity to apply for the Community Mobility Project. This grant is critical to Capability Health’s continuing efforts to provide transportation for our adult clients with intellectual and physical disabilities, as it facilitates work opportunities and vocational training for our clients.

Capability Health will commit to the match of $42,900.00 from our financial resources, which includes program revenue and funds raised by Capability Health’s Development Department.

We look forward to continuing Capability Health’s collaborative engagement with the Regional Transportation Commission to enhance the opportunities for our clients in Southern Nevada.

Best regards,

Dawn Newburg
Chief Strategy and Growth Officer
Capability Health & Human Services
## Business Name:
**Capability Health & Human Services**

### Project Title: JARC

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Total Program Expense</th>
<th>RTC Match (50%)</th>
<th>Applicant Match (50%)</th>
<th>Soft Match / In-Kind*</th>
<th>Source of Applicant Match</th>
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<td>Fringe Benefits - Indirect</td>
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<td>Fringe Benefits - Direct</td>
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<td>Personnel - Indirect (Executive)</td>
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<td>Fringe Benefits - Indirect (Executive)</td>
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**Total Program Income** - will show as a negative:

| Total Program Income Less Program Income | $85,800               | $42,900         | $42,900               | $ -                   |                           |

### Summary

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**NOTE:** FORM WILL POPULATE AS BUDGET NARRATIVE IS FILLED OUT

| Requested Amount                      | $42,900                  |                  |                      |                      |                          |

| Dawn Newburg                          | Chief Strategy:          | 31-Mar-20        |                      |                      |                          |
| Printed Name                          | Signatures               | Title            | Date                 |                      |                          |

**RTC INTERNAL USE**

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<tr>
<th>Salary Ratio Used For Program Evaluation</th>
<th>Indirect/Direct Salary and Fringe</th>
<th>Executive Salary and Fringe</th>
<th>Total Salary and Fringe</th>
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<td>Over or Under 10%</td>
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Ex. Salary/Fringe of Total Salary/Fringe: 0.00%

Appendix F-3 Budget Form A Solicitation # 20-023
# FY 21 Project Budget Narrative (Operating)

**TOTAL PROGRAM INCOME, LOCAL MATCH AND INKIND**

| Local Match | State funding and funds raised by Capability Health & Human Services Development Department |
| In-kind/Soft Match | Volunteer Hours | Not Applicable |
| Program Income | Fare | Not Applicable |
| | Client donation | Not Applicable |
| | Medicaid Reimbursement - for transportation | Only | Not Applicable |

## TOTAL PROGRAM EXPENSES

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<th>Operating Expenses</th>
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<tr>
<td>Payroll Expenses - Indirect</td>
<td>Data Collecting for trips, fuel receipts and monthly reports - Staff Salary is $42,000.00 a year</td>
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<tr>
<td>Fringe Expenses - Indirect</td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $</td>
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<tr>
<td>Payroll Expenses - Direct</td>
<td>6 Drivers, staff passagers to monitor riders. Staff hourly wages is $11-$13</td>
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<tr>
<td>Fringe Expenses - Direct</td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $</td>
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<tr>
<td>Payroll Expenses - Indirect (Executive)</td>
<td>EXAMPLE - Payroll benefits for the following positions: Program Director, Exec. Director. Salaries of the personnel listed above equal</td>
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<td>Fringe Expenses - Indirect (Executive)</td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $</td>
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<tr>
<td>Facility Rent/Lease</td>
<td>EXAMPLE - Office lease $ /mo, CAMs charges $ /mo</td>
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<td>Insurance - Automobile</td>
<td>6 fleet vehicles Policy $20,000.00 a year</td>
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<td>Insurance - G&amp;L/Workers Comp</td>
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<td>Vehicle Fuel</td>
<td>$600.00 a month based on fuel prices and adding 2 more vehicles to the fleet</td>
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<tr>
<td>Vehicle Maintenance and Repairs</td>
<td>6 vehicles X $500.00 plus Preventive Maintenance $300.00 a month</td>
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<td>Volunteer Driver Mileage Reimbursement</td>
<td>EXAMPLE - 34 volunteers per month providing approximately 685 miles per month</td>
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ENTER ADDITIONAL NOTES, EXPLANATION OF ADDITIONAL UNMATCHED PROGRAM EXPENSE, AND/OR DETAIL HERE

Trips to be Performed

6000  Trips to be Performed (Full Year)

Dawn Newburg  
Chief Strategy and Growth Officer  
March 31, 2020

NOTE: PROVIDER TO ENTER INFORMATION INTO LIGHT BLUE HIGHLIGHTED CELLS

Appendix F-3 Budget Narrative 20-023
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<th>Medicaid ID</th>
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<th>First Name</th>
<th>Middle Name</th>
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<th>Unit</th>
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<th>State</th>
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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:
- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name:
Capability Health & Human Services

Business Address:
7281 W. Charleston Blvd
Las Vegas, Nevada 89117

Business Telephone:
702-870-7050

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name
Christine Zack
Christina Donelson
Sara Partida
Nicole Rourke
Robert Swadkins
Lisa Manning

Title
President & Chief Executive Officer
Board Chairperson
1st Vice Chair
2nd Vice Chair
3rd Vice Chair
Treasurer

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity
Dawn Newburg
Print Name
March 31, 2020
Date
<table>
<thead>
<tr>
<th><strong>Full Time</strong></th>
<th><strong>Title</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Gillian Barklay</td>
<td>Board Member</td>
</tr>
<tr>
<td>Bruce Familian</td>
<td>Board Member</td>
</tr>
<tr>
<td>Scott Fitzgerald</td>
<td>Board Member</td>
</tr>
<tr>
<td>Dr. Mario Gaspar De Alba</td>
<td>Board Member</td>
</tr>
<tr>
<td>Senior Judge Charles Mcgee</td>
<td>Board Member</td>
</tr>
<tr>
<td>Dr. Caroline Nguyen</td>
<td>Board Member</td>
</tr>
<tr>
<td>Joyce Smith</td>
<td>Board Member</td>
</tr>
<tr>
<td>Mike Sullivan</td>
<td>Board Member</td>
</tr>
</tbody>
</table>
**Equal Employment Opportunity Policy**

Capability Health & Human Services (Capability Health) is committed to a policy of equal opportunity for all qualified persons, regardless of age, race, color, sex, sexual orientation, gender identity, religion, national origin, and political affiliation, and disability, history of a disability, perceived disability, marital status, veteran status, genetic information or any other protected class. All personnel actions are administered fairly in accordance with applicable federal, state and local laws.

Capability Health’s commitment to equal treatment includes maintaining a work environment that is free from discrimination. In keeping with this commitment, Capability Health will not tolerate harassment by anyone, including supervisors and co-workers.

**Non-Discrimination Policy**

It is the policy of Capability Health, that in all employment, volunteer, consumer, and agency practices, that there is no discrimination on the basis of age, race, color, sex, sexual orientation, gender identity, religion, national origin, political affiliation, disability, history of a disability, perceived disability, marital status, veteran status, genetic information or any other protected class. In addition, affirmative action to employ persons with disabilities has been and continues to be, an important priority of Capability Health.

In selecting personnel, consideration shall be given to their education, experience and ability to perform the essential functions of each job position. Special effort shall be made to hire qualified personnel with disabilities, where possible. Relatives of employees or Board of Directors will not be hired except with approval of the CEO.

**Reasonable Accommodation for Employees with Disabilities**

Capability Health is committed to providing reasonable accommodation to employees with disabilities, whether temporary or permanent. Please contact Human Resources for information on requesting a reasonable accommodation.

**Confidentiality Policy**

Capability Health has a legal and ethical responsibility to maintain privacy of individuals served, including obligations to protect the confidentiality of individual information and to safeguard the privacy of information of individuals served. This policy has been put into effect to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) to ensure patient privacy and confidentiality.

During the course of employment at Capability Health, the employee may see or hear other confidential information such as financial and operational information pertaining to the organization that Capability Health is obligated to maintain as confidential. The following information defines Capability Health’s confidentiality policy and procedure:

- Employees will disclose information of an individual served and/or confidential information only if such disclosure complies with the HIPAA policy concerning Protected Health Information (PHI), and with Capability Health policies, and is required for the performance of their job.
- Personal access codes (s), user ID(s), access key(s), and password(s) used to access computer systems or other equipment are to be kept confidential at all times.
ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity** – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. **Unequal Access to Information** – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. **Biased Ground Rules** – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier; and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

**Organizational Conflicts of Interest Prohibition and Non-Conflict Certification**

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

[Signature]

Dawn Newburg

Typed or Printed Name

Chief Strategy and Growth Officer

Title

Capability Health & Human Services

Company Name

7281 W. Charleston Blvd., Las Vegas, NV 89117

Company Address
Title VI Policy Statement

Title VI of the Civil Rights Act of 1964 states:

“No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Capability Health and Human Services is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. For additional information about Capability Health and Human Services’ Title VI obligations, please contact (702)677-3564.

Making a Title VI Complaint

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with Capability Health and Human Services. Any such complaint must be in writing and filed with Capability Health and Human Services within 180 days following the date of the alleged discriminatory occurrence. For more information, please contact:

Capability Health and Human Services
Community Training Services
4336 Losee Road Suite 3 Building B
North Las Vegas, NV 89030

Declaracion Politica Titulo VI

Titulo VI de la Ley de Derechos Civiles de 1964 establece:

“Ninguan persona en los Estados Unidos, por otivos de raza, color u origen nacional, ser excluida de p[articipar en, ser negado los beneficios de, o ser objecto de discriminacion en virtud de cualquier programa o actividad que reciba asistencia financier federal. Capability Health & Human Services se compromete a cumplie con los requisites del Titulo VI en todos sus programas y actividades financiados por el gobierno federal. Para obtener informacion adicional acerca de las obligaciones del Titulo VI de Capability Health & Human Services, por favor, pongase en contacto con (702-677-3564.

Como presentar una queja Titulo VI

Cualquier personal que cree que el o ella ha sido perjudicada por una practica discriminatoria ilegal bajo el Titulo VI [e]e presentar una queja con Capability Health & Human Services. Cualquier queja debe ser por escrito y presentada a Capability Health & Human Services dentro de los 180 dias siguientes a la fecha de la supuesta ocurrencia discriminatoria. Para obtener informacion sobre como presenter, por favor, pongase en contacto con:

Capability Health and Human Services
Community Training Services
4336 Losee Road Suite 3 Building B
North Las Vegas, NV 89030
ATTACHMENT C - CLIENT LIST
## Capability Health & Human Services

### CMP Current Client List - For the Month of: **Jul-20**

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Eligibility - Low Income</th>
<th>RTC ADA Client ID</th>
<th>Medicaid ID</th>
<th>Date of Birth</th>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
<th>Street No / Street Name</th>
<th>Unit</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Inside RTC Service Area (Y/N)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Bremannan</td>
<td>Mohri</td>
<td></td>
<td>7320 Empress Dr</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89147</td>
<td>702-381-2332</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Brennan</td>
<td>Dennis</td>
<td></td>
<td>5709 Patricia Ave</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89130</td>
<td>702-396-7708</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030864</td>
<td>92/3/1973</td>
<td>M</td>
<td>Cerero</td>
<td>William</td>
<td></td>
<td>4359 Pulsar St</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89115</td>
<td>702-315-0277</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Charlotte</td>
<td>Larnell</td>
<td></td>
<td>501 W Cheyenne Ave</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89108</td>
<td>702-482-9652</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Deary</td>
<td>Charles</td>
<td></td>
<td>1208 Ivy Lane</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89103</td>
<td>702-486-8934</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Derry</td>
<td>Paul</td>
<td></td>
<td>1208 Ivy Lane</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89103</td>
<td>702-486-8934</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td></td>
<td>700030860</td>
<td>92/3/1973</td>
<td>M</td>
<td>Derry</td>
<td>Paul</td>
<td></td>
<td>1208 Ivy Lane</td>
<td>NIA</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89103</td>
<td>702-486-8934</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

### Total Rides Provided

<table>
<thead>
<tr>
<th>Preparer</th>
<th>Signature</th>
<th>Chief Strategy</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawn Newburg</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D – BUDGET TEMPLATE
## FY 21 Project Budget (Operating)

### Capability Health & Human Services

#### JARC

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Project Title:</th>
<th>Total Program Expense</th>
<th>RTC Match (50%)</th>
<th>Applicant Match (50%)</th>
<th>Soft Match / In-Kind*</th>
<th>Source of Applicant Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - Indirect</td>
<td>$2,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits - Indirect</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel - Direct</td>
<td>$50,000</td>
<td>$25,000</td>
<td>$25,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits - Direct</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel - Indirect (Executive)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits - Indirect (Executive)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Rent/Lease</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance - Automobile</td>
<td>$20,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance - G&amp;L/Workers Comp</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>$7,200</td>
<td>$3,600</td>
<td>$3,600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Maintenance and Repairs</td>
<td>$6,600</td>
<td>$3,300</td>
<td>$3,300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Driver Mileage Reimbursement</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Line</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expense</td>
<td>$85,800</td>
<td>$42,900</td>
<td>$42,900</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Program Income** - will show as a negative:

- $ -
- $ -
- $ -

**Total Expense Less Program Income**

- $85,800
- $42,900
- $42,900

### Summary

#### Operating Budget

- Total Program Expense: $85,800
- Additional Expenses: $ -
- Total Program Income: $ -

**Net Project Cost**: $85,800

### Requested Amount

- $42,900

---

*Amount included in Local Share. Column is separate; does not calculate into the Local Share Column

---

**Dawn Newburg**

Printed Name

Chief Strategy: 31-Mar-20

Title

Date

---

**RTC INTERNAL USE**

- Salary Ratio Used For Program Evaluation
  - Over or Under 10%
  - Indirect/Direct Salary and Fringe: $26,000
  - Executive Salary and Fringe: $0
  - Total Salary and Fringe: $26,000
  - 0.00%

Executive Salary/Fringe of Total Salary/Fringe

---

Appendix F-3 Budget Form A Solicitation # 20-023
## Applicant

**Capability Health & Human Services**

## FY 21 Project Budget Narrative (Operating)

### TOTAL PROGRAM INCOME, LOCAL MATCH AND INKIND

**Local Match**

- Local Match: State funding and funds raised by Capability Health & Human Services Development Department

**In-kind/Soft Match**

- Volunteer Hours: Not Applicable

**Program Income**

- Fare: Not Applicable
- Client donation: Not Applicable
- Medicaid Reimbursement - for transportation only: Not Applicable
- Other:

### TOTAL PROGRAM EXPENSES

**Operating Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Expenses - Indirect</td>
<td>$2,000.00</td>
<td>Data Collecting for trips, fuel receipts and monthly reports - Staff Salary is $42,000.00 a year</td>
</tr>
<tr>
<td>Fringe Expenses - Indirect</td>
<td></td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $____.</td>
</tr>
<tr>
<td>Payroll Expenses - Direct</td>
<td>$50,000.00</td>
<td>6 Drivers, staff passangers to monitor riders. Staff hourly wages is $11-$13</td>
</tr>
<tr>
<td>Fringe Expenses - Direct</td>
<td></td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $____.</td>
</tr>
<tr>
<td>Payroll Expenses - Indirect (Executive)</td>
<td></td>
<td>EXAMPLE - Payroll benefits for the following positions: Program Director: Executive: Salaries of the personnel listed above equal</td>
</tr>
<tr>
<td>Fringe Expenses - Indirect (Executive)</td>
<td></td>
<td>EXAMPLE - Fringe benefits are calculated at the federally negotiated rate of 45.0% for full/partial benefits, and include taxes and monthly medical and life premiums. Fringe benefits for the following positions: Salaries of the personnel listed above equal $____.</td>
</tr>
<tr>
<td>Facility Rent/Lease</td>
<td></td>
<td>EXAMPLE - Office lease $<strong><strong>/mo, CAMs charges $</strong></strong>/mo</td>
</tr>
<tr>
<td>Insurance - Automobile</td>
<td>$20,000.00</td>
<td>6 fleet vehicles Policy $20,000.00 a year</td>
</tr>
<tr>
<td>Insurance - G/L/Workers Comp</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>$7,200.00</td>
<td>$600.00 a month based of fuel prices and adding 2 more vehicles to the fleet</td>
</tr>
<tr>
<td>Vehicle Maintenance and Repairs</td>
<td>$6,600.00</td>
<td>6 vehicles X $500.00 plus Preventive Maintenance $300.00 a month</td>
</tr>
<tr>
<td>Volunteer Driver Mileage Reimbursement</td>
<td></td>
<td>EXAMPLE - 34 volunteers per month providing approximately 685 miles per month</td>
</tr>
<tr>
<td>Additional Line</td>
<td></td>
<td>Detail</td>
</tr>
<tr>
<td>Additional Line</td>
<td></td>
<td>Detail</td>
</tr>
<tr>
<td>Additional Line</td>
<td></td>
<td>Detail</td>
</tr>
<tr>
<td>Additional Line</td>
<td></td>
<td>Detail</td>
</tr>
<tr>
<td>Additional Line</td>
<td></td>
<td>Detail</td>
</tr>
</tbody>
</table>

**Notes:**
- All figures are in USD except where noted.
- Figures are rounded to the nearest whole number.
- Additional line items are not included in the total amount.
ENTER ADDITIONAL NOTES, EXPLANATION OF ADDITIONAL UNMATCHED PROGRAM EXPENSE, AND/OR DETAIL HERE

Trips to be Performed

6000 Trips to be Performed (Full Year)

Dawn Newburg

Chief Strategy and Growth Officer

March 31, 2020

NOTE: PROVIDER TO ENTER INFORMATION INTO LIGHT BLUE HIGHLIGHTED CELLS

Appendix F-3 Budget Narrative 20-023